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SERVICES AGREEMENT

(CIMPAR, S.C.)

This Services Agreement (this "**Agreement**") is effective as of the 28th day of March, 2021 (the "**Effective Date**") and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, with offices located at 42 West Madison Street, Chicago, IL 60602 (the "**Board**" or "**CPS**") and CIMPAR, S.C. with offices located at 101 Madison Street, Suite 300, Oak Park, IL 60302 ("**Vendor**"). The Board and Vendor shall be referred to collectively herein as the "**Parties**."

RECITALS

- A. The Board desires that Vendor provide certain services related to vaccinating CPS employees and eligible CPS vendor staff.
- B. This item was presented to the Single/Sole Source Committee on March 24, 2021, and approved by the Chief Procurement Officer. Upon approval as a Single Source, the item was published on the Procurement website on March 25, 2021 found here: cps.edu/procurement.
- C. The parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be furnished by Vendor.

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:

1. **Term:** This Agreement will commence on March 28, 2021 and continue through June 30, 2021 (the "**Term**"), unless terminated sooner as provided in this Agreement. The Board shall have one (1) option to renew the Agreement for a period of one (1) year ("**Renewal Term**").

2. **Scope of Services:** Vendor shall provide the Services described in this Agreement, including the Scope of Services attached hereto and incorporated into this Agreement as Exhibit A, and any and all services, deliverables, duties, responsibilities, and work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. Vendor shall provide licensed nursing staff and other personnel to provide Services under this Agreement, including but not limited to the following: Registered Nurses ("**RNs**") and other clinical personnel ("**Clinical Staff**").

The Board retains final authority with respect to all decisions related to the Services, except when Vendor's licensed professionals shall retain final authority over delivery of medical services requiring independent clinical judgment in accordance with applicable laws. The Board may, from time to time, request changes in the scope of Services. Any such changes to the Agreement shall require documentation by a written amendment to this Agreement signed by the authorized representatives of both parties and the Board's General Counsel.

3. **Compensation, Purchase Order, Billing and Payment Procedures:**

3.1. **Compensation:** Vendor shall be paid solely for designated Services set forth in Exhibit A that are not billable to, or covered by insurance, as further described below, and, in accordance with the fees and costs set forth in the Budget, attached hereto as Exhibit B. CPS shall only pay Vendor for those fees specified in Exhibit B as "Fees Billable to CPS". CPS shall not be liable for, and shall not pay for any costs billed to insurance for vaccine administration, except in the event of a properly and timely insurance billing submitted by Vendor that is denied by the insurer, and for which Vendor is not otherwise not reimbursed by the insurer. CPS shall also not pay for any costs for which Vendor otherwise may receive Federal funding. Vendor is prohibited from invoicing or billing CPS for any fees that are eligible for reimbursement by an insurer, or for which it has been reimbursed for by an insurer. The maximum compensation payable to Vendor during the Term of this Agreement shall not exceed Seven Hundred Forty-Seven Thousand Dollars (\$747,000.00)

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("Maximum Compensation Amount"), as may be amended. It is understood and agreed that the Maximum Compensation Amount 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 invoicing only of Fees Billable to CPS as defined in Exhibit B. The Board shall not be obligated to pay for any Services, fees or other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

- 3.2. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Agreement. Under no circumstances shall Vendor render any Services without an approved Purchase Order.
- 3.3. **Billing and Payment Procedures:** All invoices must be submitted electronically via email in PDF format to cpsinvoice@cps.edu. Each email may only contain one invoice and must include the Vendor's name and the CPS Purchase Order number. All invoices must include:
- Vendor name and payment address
 - Unique invoice number (determined by Vendor)
 - Valid purchase order number (only one PO number may be referenced on each invoice)
 - Invoice date
 - Itemized description of the services rendered and goods delivered
 - Date the services were provided and goods 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 ninety (90) days after the expiration or termination of the Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments 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 the Agreement.

- 3.4. **Electronic Payments:** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Agreement by means of the Board's procurement charge card account. Vendor 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. Vendor 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. Vendor 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.

4. **Personnel:**

- 4.1. **Adequate Staffing:** The Board has retained the Vendor because of Vendor's expertise and that of its employees, agents, volunteers, and subcontractors, including, but not limited to, RN's and Clinical Staff (collectively referred to as "**Staff**"). For the avoidance of doubt,

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all volunteers of Vendor shall be considered agents of Vendor. Vendor must assign and maintain during the Term of the Agreement and any renewal of it, an adequate Staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board determines, in its sole discretion that any employee, subprocessor, subcontractor or other person providing Services hereunder for Vendor is not performing in accordance with the performance standards or other requirements of the Agreement, the Board shall have the right to direct the Vendor to remove that person from performing Services under the Agreement.

4.2. **Staffing Requirements:**

- A. It is understood and agreed that all RNs and Clinical Staff are required to maintain a valid nursing or other relevant license at all times during the Term to provide Services in the State of Illinois and must be licensed to practice in the State of Illinois in their applicable profession; and
- B. Vendor shall retain and utilize a sufficient number of Staff to ensure the effective and efficient performance of all Services provided by Vendor.

4.3. **Proof of Licensing and Certification:** Vendor shall submit to the Board's Director of the Office of Student Health and Wellness ("**OSHW**"), Kenneth Papineau, or his designee, copies of the current professional licenses and/or certificates, or other acceptable proof, for Staff providing Services under this Agreement.

- A. Vendor understands and agrees:
 - 1. That all RNs and Clinical Staff providing Services under the Agreement must submit to the Board's Director of the OSHW, or his designee, a copy of such person's license(s); and
 - 2. That any updates or copies of new/renewal licenses for all RNs and Clinical Staff that are required to have a license to provide Services under this Agreement must be given to the Board's Director of the OSHW, or his designee as often as necessary to keep this information current; and
 - 3. That any RNs and Clinical Staff whose license(s) and or certificate(s) has lapsed or is suspended or cancelled, must immediately stop providing Services under this Agreement, until the license(s)/certificate(s) for such person is renewed or reinstated and a copy (or copies) of the reinstated license(s)/certificate(s) has been given to the Board's Director of the OSHW, or his designee.

4.4. **Updating Staff Documentation:** Vendor agrees to promptly update RNs and Clinical Staff information as it changes. In addition, Vendor shall promptly provide a copy of the license(s) of any and all RNs and Clinical Staff who are subsequently added during the Term of this Agreement and during any Renewal Term, and shall promptly provide a copy of the renewal licenses for the RNs and Clinical Staff.

4.5. **Removal of Clinical Staff:** Vendor shall remove any RNs and Clinical Staff from performing Services upon written direction from the Board's Chief Health Officer, or its designee. Vendor further agrees that it shall bear any costs associated with the removal of such persons if such removal is for cause.

5. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents, subprocessors, and subcontractors, if any, to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform Services effectively, efficiently, and consistent with the best interests of the Board and to the satisfaction of the Board's Chief Procurement Officer or his/her designee. Vendor shall retain and utilize sufficient staff to assure the most effective and

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efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Vendor shall use efficient business administration methods and perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are performed at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with this Agreement are efficiently and cost-effectively delivered. Vendor acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable or confidential information or records of the Board, that with respect to that information, Vendor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables or payment for any Services. Vendor shall remain responsible for the professional and technical accuracy of all Services, including any deliverables furnished, whether by Vendor, or its subprocessors or its subcontractors or others on its behalf.

6. **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 Vendor 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. Payment for Services completed to the date of notification shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

7. **Termination, Suspension of Services, Events of Default, Remedies and Turnover of Documents:**

7.1. **Early Termination:** The Board may terminate this Agreement in whole or in part, without cause at any time by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of the termination shall be the date stated in the notice.

After notice is received, Vendor must restrict its activities and those of its subprocessors, subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with subprocessors and 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 this Agreement. Vendor shall not be entitled to make any early termination claims against the Board resulting from any subprocessors or subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

7.2. **Suspension of Services:** The Board may request that Vendor suspend Services in whole or part. Vendor shall promptly resume supplying 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 Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

7.3. **Events of Default:** Events of default ("**Events of Default**") include, but are not limited to, any of the following:

- A. Any action or failure to act by Vendor that affects the safety and/or welfare of any students or Board staff;
- B. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- C. Breach of any term, representation or warranty made by Vendor in the Agreement;

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- D. Default by Vendor under any other agreement Vendor may have with the Board;
- E. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- F. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
 - 1. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
 - 2. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
 - 3. Failure to supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control;
 - 4. Failure to supply the Services in a manner satisfactory to the Board, or inability to supply the Services satisfactorily as a result of insolvency or filing for bankruptcy;
 - 5. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
 - 6. Discontinuance of the supply of the Services for reasons within Vendor's reasonable control; or
 - 7. 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 and expressly stated in this Agreement constituting an event of default.

7.4. **Remedies:** The Board in its sole discretion may declare Vendor in default if Vendor commits an Event of Default. The Chief Procurement Officer may in his/her discretion give the Vendor an opportunity to cure the default within a certain period of time (the "**Cure Period**"). The Chief Procurement Officer shall give Vendor written notice of the default in the form of a cure notice ("**Cure Notice**"). If the Chief Procurement Officer determines, in his/her sole discretion, that no opportunity to cure is to be granted, he/she may give a default notice ("**Default Notice**").

The Chief Procurement Officer may give a Default Notice after a Cure Notice if: (1) Vendors 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, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board.

A written Default Notice shall be the final termination of the Agreement, in whole or in part as specified in the Default Notice, effective on the date set forth in the Default Notice. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

Upon the occurrence of an Event of Default, the Board may invoke any or all of the following remedies:

- A. Take over and complete the supply of Services or any part thereof, by contract or otherwise as agent for and at cost of Vendor either directly or through others. Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under this Agreement or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board;

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- B. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- C. Suspend performance of Services during the Cure Period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization;
- D. Specific performance, an injunction or any other appropriate equitable remedy;
- E. Receive from Vendor any and all damages incurred as a result or in consequence of an Event of Default;
- F. Money damages;
- G. Withhold all or part of Vendor's compensation under this Agreement; and
- H. Use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board and/or seek debarment of Vendor pursuant to the Board's Debarment Policy on Non-Responsible Persons in Procurement Transactions (08-1217-PO1), as may be amended.

The Board may elect not to declare Vendor in default or to terminate this Agreement. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate the Agreement, in whole or in part, in a subsequent Default Notice. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, in equity or statute.

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

If the Board's election to terminate this agreement for default under this Section is determined by a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered an early termination pursuant the Early Termination provision above.

7.5. Turnover of Documents and Records: Upon demand of the Board after termination of the Agreement for any reason or the expiration of the Agreement by its terms, Vendor shall turn over to the Board or its designee, immediately, and in no event, later than twenty four (24) hours of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to this Agreement or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records. In the event Vendor retains a copy for its own records, it shall continue to abide by the terms of this Agreement, specifically those regarding the use of such information. In the event the Board elects to have Vendor destroy materials, Vendor shall provide an affidavit attesting to such destruction. Nothing in this Section shall require Vendor to turn over or destroy any patient information in violation of any federal or state medical records or patient confidentiality laws.

8. Confidential Information; Dissemination of Information; Ownership; Injunctive Relief; Survival:

8.1. Confidential Information: In the performance of the Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**").

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Such Confidential Information may include but is not limited to: employee data, vendor data, student data, technical data or specifications, software, ideas, budget figures, operational details, security details, unpublished school information, CPS financial information, personal health information (“**PHI**”) 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 Vendor. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of Vendor; (ii) made available to Vendor by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by Vendor to have been independently developed or obtained by Vendor without violating the confidentiality obligations of this Agreement and any other agreements with the Board.

8.2. **Student Data:** Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, subprocessors and subcontractors, and all information used, created, or generated through the use of any technology including but not limited to any software, by the Board, through its employees, agents, subprocessors, subcontractors, or the parent or legal guardian of any CPS student, that is directly related to a CPS student. For purposes of this Agreement, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.

8.3. **Use of Confidential Information:** Vendor shall 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, subprocessors and subcontractors who have a need to access the Confidential Information for the performance of the obligations set forth in this Agreement. Vendor shall 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. Vendor shall use at least the same standard of care in the protection of Confidential Information as Vendor uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information may be subject to the special requirements of the Family Educational Rights and Privacy Act (“**FERPA**”), the Student Online Personal Protection Act (“**SOPPA**”), and the Illinois School Student Records Act (“**ISSRA**”) as described in the Compliance with Laws Section.

8.4. **De-Identified Data:** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information and treated as such unless expressly provided otherwise in this Agreement.

8.5. **HIPAA and HITECH ACT:** Vendor agrees to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the “**HITECH Act**”), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 (“**HIPAA**”) and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the “**Federal Privacy Standards**”), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “**Federal Security Standards**”), all as may be amended from time to time, and all collectively referred to herein as “**Health Information Confidentiality Requirements**.” Vendor agrees to enter into any further agreements as necessary to facilitate compliance with the Health Information Confidentiality Requirements. A detailed description of “**Vendor’s HIPAA Obligations**” is attached and incorporated herein as Exhibit C.

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8.6. Transmitting and Storing Confidential Information: Vendor shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures that are no less protective as those used to protect Vendor's own confidential information. When handling Confidential Information, which may include but is not limited to student data, Vendor 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. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.;
- C. Not leave Confidential Information in any medium unsecured and unattended at any time;
- D. 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;
- E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies and procedures relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Vendor's products, Services, and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
- H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
- I. Ensure that its systems and Services include at least the following safeguards:
 - 1. Include component and system level fault tolerance and redundancy in system design.
 - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
 - 3. Encrypt Confidential Information at-rest and in-transit.

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4. Authentication of users at login with a 256-bit or higher encryption algorithm.
5. Secure transmission of login credentials.
6. Automatic password change routine.
7. Trace user system access via a combination of system logs and Google Analytics.
8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
10. Employ an in-line intrusion protection system that inspects incoming data transmissions.
11. Prevention of hostile or unauthorized intrusion.
12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.

J. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Agreement.

8.7. **Dissemination of Information:** Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. If Vendor 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 Vendor's possession as a result of Services and/or materials provided under the Agreement, Vendor 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. Vendor 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. Nothing in this Section shall require Vendor to turn over any patient information in violation of any federal or state medical records or patient confidentiality laws.

8.8. **Unauthorized Access, Use, or Disclosure of Confidential Information:** If Vendor becomes aware of any unauthorized access, use, or disclosure of the Confidential Information, it shall: (i) notify the Board immediately, which shall be no more than twenty-four hours from Vendor receiving notice of the unauthorized access, use or disclosure of the Confidential Information; (ii) take prompt and appropriate action to prevent further unauthorized access, use or disclosure of the Confidential Information; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the laws; and (iv) take such other actions as the Board may reasonably require to remedy such unauthorized access, use and disclosure, including if required under any federal or state law, providing notification to the affected persons. Vendor shall bear the losses and expenses (including attorneys' fees) associated with the breach of its obligations concerning the handling and protection of Confidential Information, including without

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limitation any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damages 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.

8.9. **Injunctive Relief:** In the event of a breach or threatened breach of this Section, Vendor 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, Vendor 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.

8.10. **Return or Destruction of Confidential Information:** In addition to compliance with the obligations set forth in HIPAA with respect to the return and destruction of Protected Health Information, Vendor shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board immediately, but no later than, five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information, including any Work Product (defined below), to the Board, immediately, but no later than, five (5) days of the expiration or termination of this Agreement unless Vendor receives permission in writing from the Board's Chief Information Officer or his designee that Vendor may retain certain Confidential Information or Work Product for a specific period of time. In the event the Board elects to have Vendor destroy the Confidential Information, Vendor shall provide an affidavit attesting to such destruction. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense. Nothing in this Section shall require Vendor to turn over or destroy any patient information in violation of any federal or state medical records or patient confidentiality laws.

8.11. **Volunteers, Employees, Agents, Subprocessors and Subcontractors:** Vendor agrees to cause its volunteers, employees, agents, data processors, platform providers, subprocessors and subcontractors to undertake the same obligations as agreed to herein by Vendor.

8.12. **Survival:** The provisions of this Section shall survive the termination or expiration of this Agreement.

9. **Use of Board's Network:** If at any time, Vendor has access to the Board's computer network, Vendor warrants that it is and shall remain in compliance with the Board's Information Security Policy adopted August 28, 2019 (19-0828-PO1), and the Board's Staff Acceptable Use Policy, adopted August 28, 2019 (19-0828-PO3), both as amended, during the term of the Agreement and any renewals thereof. Vendor shall not act or fail to act in any manner that will cause any CPS student to not comply with the Board's Student Acceptable Use Policy, adopted August 28, 2019 (19-0828-P21), as amended.

10. **Ownership:** Vendor agrees that, to the extent permitted by law, any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials prepared or generated as a result of the Agreement ("**Work Product**") shall exclusively be deemed "works for hire" within the meaning and purview of the United States Copyrights Act, 17 U.S.C. § 101 et seq. To the extent any Work Product does not qualify as a "work for hire," Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All Confidential Information, Work Product, and intellectual property developed by, created for, or incorporating information gained from the Services performed under the Agreement, shall at all times be and remain the property of the Board. Vendor 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 the Work Product and all intellectual property rights relating to the Work Product. All of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Agreement within three (3) business days of demand. In addition, Vendor shall return the Board's data in

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the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

11. **Press Release; Publicity:** Vendor shall not issue publicity news releases, grant press interviews, or use any Confidential Information or Board intellectual property (as defined below), including but not limited to the CPS logo or the logos of any schools, during or after the performance of Services without the prior written consent of the Board's Chief Communications Officer. Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or his/her designee.

12. **Intellectual Property:**

12.1. **Intellectual Property Defined:** "Intellectual Property" means all trademarks, trade dress, copyrights, and other intellectual property rights in the materials used, created, arising from and developed in the performance of obligations and Services under this Agreement.

12.2. **Board's Intellectual Property:** Vendor agrees that all Confidential Information, as well as any Intellectual Property arising therefrom and any Work Product as defined below, shall at all times be and remain the property of the Board. Any Intellectual Property or other documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that were adapted or reproduced from Vendor's Materials ("**Board Materials**"), shall be the property of the Board. Any and all finished or unfinished documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow, charts, methods, processes, drawings, maps, files, records, computer printouts, designs or other materials prepared in the performance of Services ("Work Product") is exclusively deemed to be "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 *et seq.* To the extent that any Work Product does not qualify as a work for hire, Vendor irrevocably grants, assigns, and transfers to the Board all right, title, and interest in and to the Work Product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. Vendor 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. Board Materials shall exclude any and all (i) third party intellectual property and (ii) pre-existing Vendor Intellectual Property that is delivered to the Board as part of the Services. Upon written agreement between the parties, Vendor may be licensed to use the Board's Intellectual Property for specifically defined uses and terms.

12.3. **Vendor's Intellectual Property:** All Intellectual Property owned by Vendor prior to, or created independently of the performance of Services under this Agreement shall be and remain at all times "Vendor's Intellectual Property", provided that none of the Board's Confidential Information is used or disclosed in Vendor's Intellectual Property and such Intellectual Property is not Work Product. In the event that any Confidential Information is used or disclosed in any such Intellectual Property, it is the Board's Intellectual Property, and the Board shall have full and exclusive ownership rights to such Intellectual Property. Other than as may be expressly stated elsewhere in this Agreement, Vendor grants to the Board a perpetual, royalty-free, non-transferable license to use such of Vendor's Intellectual Property for non-commercial, educational purposes.

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

13. **Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be 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:

13.1. **Licensed Professionals:** Vendor is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional

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license is required by law and for which Vendor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

13.2. **Compliance with Laws:** Vendor 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., City of Chicago and Cook County Minimum Wage Ordinances, including applicable Executive Order(s) and Board(s) Resolutions, the Drug-Free Workplace, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, SOPPA, the Protection of Pupil Rights Amendment, HIPAA, and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>. In addition, Vendor shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, regulations, and guidelines, as well as any Board guidelines, policies, and rules in effect now or later, and as amended from time to time with respect to use of CPS facilities, access to the facility and Vendor's operations in CPS facilities. This includes, but is not limited to, adhering to all health and safety guidelines issued by CPS, the Chicago Department of Public Health ("**CDPH**"), Illinois Department of Public Health ("**IDPH**"), and Centers for Disease Control and Prevention ("**CDC**") related to distribution of COVID-19 vaccines and COVID-19. Vendor acknowledges these health and safety guidelines are subject to change. These guidelines include, without limitation, all reporting requirements and recommendations or requirements regarding face coverings and social distancing.

13.3. **Good Standing:** Vendor 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 (5) year period immediately preceding the effective date of this Agreement.

13.4. **Authorization:** Vendor 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 Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor.

13.5. **Financially Solvent:** Vendor 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.

13.6. **Gratuities:** No payment, gratuity or offer of employment was made by or to Vendor, or to the best of Vendor's knowledge, by or to any subprocessors or subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

13.7. **Research Activities and Data Requests:** Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor 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 Education Officer or his/her designee.

13.8. **Third Parties' Intellectual Property:** In performing and delivering the Services under this Agreement, Vendor shall 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. Vendor 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 this Agreement.

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13.9. **Assignment of Warranties:** Vendor 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 to the Board.

13.10. **No Legal Action Preventing Performance:** Vendor has no knowledge of any action, suit, proceeding, or material claim or investigation pending or to its knowledge threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect Vendor's ability to perform its obligations under this Agreement.

13.11. **Free of Computer Viruses:** Vendor shall use commercially reasonable best efforts to ensure that the Services, including but not limited to any Software or other software used in the performance of the Services, do not introduce or transfer any malicious code, malware, Trojan horses, ransomware, worms or other computer viruses into the Board's network, systems, and computers.

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

13.13. **Debarment and Suspension:** Vendor certifies to the best of its knowledge and belief, after due inquiry, that:

A. it, its principals, and its subcontractors providing Services under this Agreement are 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 Section 33E-4 (bid rotating) of the Illinois Criminal Code (720 ILCS 5/33A *et seq.*);

B. it, its principals, and its subcontractors providing Services under this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government; and

C. it, its principals, and its subcontractors providing Services under this Agreement have not violated the rules, regulations, or laws of any federal, state, or local government unit or agency.

"Principals" for the purposes of this certification means officers, directors, owners, partners, persons having primary management or supervisory responsibilities within a business entity; and, if a joint venture is involved, each joint venture member and the principals of each such member.

13.14. **Continued Disclosure Requirement:** If at any time during the Term of this Agreement Vendor becomes aware of any change in the circumstances that makes the representations and warranties stated above no longer true, Vendor must immediately disclose such change to the Board in accordance with the Notice provision of this Agreement.

13.15. **Registration with the Illinois Comprehensive Automated Immunization Registry Exchange ("I-CARE") System:** Vendor represents and warrants that it is and shall remain at all times during the Term, registered with the state's Immunization Information System ("IIS"), the Illinois Comprehensive Automated Immunization Registry Exchange ("I-CARE") system and will submit requests for CPS designated vaccine doses on behalf of, and for the benefit of the Board, through I-CARE. Vendor will also report all vaccination data to the State of Illinois, as specified in the Scope of Services, through I-CARE.

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13.16. **Vaccine Distribution:** Vendor shall only administer the CPS designated vaccine doses as further described in Exhibit A in strict accordance with the parameters specified in this Agreement. Vendor shall only administer vaccine doses to CPS employees or eligible CPS vendor staff at the CPS locations specified in Exhibit A.

13.17. **Survival:** All warranties in this Section shall survive inspection, acceptance, expiration or termination of this Agreement. Nothing in the foregoing warranties shall be construed to limit any other rights or remedies available to the Board under the law and this Agreement.

14. **Background Check:** Vendor shall comply with the following requirements and such other procedures as may be determined necessary by the Board from time to time for each employee, agent, volunteer or subcontractor who may have contact with a CPS student as a result of this Agreement (individually and collectively "**Staff**") ("**Background Check**"). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered "contact". Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:

14.1. **Do Not Hire List:** The Board will perform a check of eligibility of each Staff who may have contact with a CPS student pursuant to this Agreement by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the same DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

14.2. **Criminal History Records Check:** Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with a CPS student pursuant to this Agreement through the process established by the Board, including using the Board's contracted vendor for conducting such checks, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), which refers to and incorporates the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (collectively "**Criminal History Records Check**"). A complete Criminal History Records Check includes the following:

- A. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
- B. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
- C. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder.

14.3 **Department of Children and Family Services Check:** At Vendor's cost and expense, the Board shall have the right to check Staff who may have contact with a CPS student pursuant to this Agreement for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check, and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not access any Board facility and shall not have contact with any CPS student hereunder.

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14.4 Background Check Representations and Warranties: With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- A. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
- B. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board;
- C. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur;
- D. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, 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;
- E. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process; and
- F. Immediately remove from any contact with any CPS student pursuant to this Agreement and otherwise terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

14.5 Allocation of Costs and Liquidated Damages: Vendor is obligated to cause the Background Check to be performed for all Staff who may have contact with any CPS student pursuant to this Agreement, and CPS shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

15. Independent Contractor: It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's employees shall be entitled to receive Board employee benefits. Vendor is the common law employer of the individuals who perform Services for the Board. As an independent contractor, Vendor agrees to be 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 Vendor is subject to taxes under Section 4980H of the Internal Revenue Code, Vendor shall be solely responsible for paying such taxes. Vendor agrees that neither Vendor nor its employees, agents, subprocessors, and subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification

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number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

16. **Indemnification:** Vendor 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 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 (collectively "**Claims**") relating to, or arising or alleged to arise out of the acts or omissions of Vendor, its officials, agents, subprocessors, employees and subcontractors in the performance of this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property rights of a third party.

Furthermore, 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 Vendor's employees under this Agreement, Vendor shall indemnify the Board for any such liability. And, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Vendor, its employees, agents, subprocessors, and subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Vendor, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor 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 Vendor and Vendor 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 Vendor was conducting the defense.

To the extent permissible by law, Vendor 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 Vendor 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.

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

18. **Right to Direct:** The CPS Principal, Network Chief, Chief of Safety and Security, or the Office of Student Health and Wellness Director shall have the authority, to the maximum extent possible, to direct Vendor and its subcontractors with respect to access to CPS facilities.

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19. **Notices:** All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth below:

To Vendor:

CIMPAR, S.C.
101 Madison Street, Suite 300
Oak Park, IL 60302
Attn: Dr. Dheeraj Mahajan

To the Board:

Board of Education of the City of Chicago
42 West Madison Street
Chicago, IL 60602
Attn: Chief Health Officer

With a copy to:

General Counsel
Board of Education of City of Chicago
One North Dearborn
Ninth Floor
Chicago, IL 60602

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by certified mail without verification of receipt; or (B) when verified by automated receipt. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

20. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor 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, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail in accordance with the Notice Section of this Agreement. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

21. **Insurance:** Vendor, at Vendor's own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by Vendor 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. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements include the coverage set forth below and any additional coverage which may be specified by the Board:

21.1. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by Illinois law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause.

21.2. **Commercial General Liability Insurance:** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 (for a minimum of two (2) years following completion) and defense. Vendor agrees to continue insurance meeting these requirements for a

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minimum of two (2) years following termination or expiration of this Agreement. Vendor's Commercial General Liability policy cannot exclude claims or limits regarding sexual abuse and molestation.

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 One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damages.

21.4. Professional Liability/Errors & Omissions: When any architects, engineers, construction managers or other professional contractors perform any Insurable Operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than Ten Million Dollars (\$10,000,000.00). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

21.5. Cyber Liability and Privacy & Security Insurance: Except for Provider's Construction Contractors, Coverage for damages arising from a failure of a computer security, and/or wrongful release of private information including but not limited to expenses for notification as required by local, state or federal guidelines. Limit of liability should be at least Ten Million Dollars (\$10,000,000.00) per claim 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 the 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 Provider must secure a 2-year extended reporting provision.

21.6. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) 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.

21.7. Additional Insured: Vendor shall have its General, Umbrella, and Automobile Liability Insurance policies endorsed to provide that "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 Vendor for any Services if satisfactory proof of insurance is not provided by Vendor prior to the performance of Services. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management
Board of Education of the City of Chicago
42 W. Madison
Chicago, IL 60602
riskmanagement@cps.edu

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute an agreement by the Board that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance

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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 Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under the Agreement.

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

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

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

Vendor 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. Vendor 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 Dollars (\$12.00) per year, but is subject to change.

Each year, Vendor 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 Dr.– Suite 230
Chicago, Illinois 60606
Phone – (312) 494-5709
Email – dans@topiarycomm.net

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

22. **Audit and Document Retention:** Vendor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement, or its agents for compliance by Vendor with this Agreement. Vendor will furnish the Board with such information as may be requested relative to the progress, execution, and costs of the Services. Failure of Vendor 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 Vendor for the costs of such audit. Vendor will maintain all records under the Agreement. As used in this Section, “**records**” shall include all correspondence, receipts, vouchers, memoranda, and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Agreement and Vendor's performance of the Services. All records referenced above will be retained for at least five (5) years after the expiration or termination of this Agreement and 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 that proceeding is

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closed. Vendor will include, in all of its subcontractor agreements for Services, provisions requiring subcontractors to maintain the above-described records and allowing the Board and/or its contractors the same right to inspect and audit said records as set forth herein.

23. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

24. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation, sales, use, non-resident, value-added, excise, and similar taxes levied or imposed on the Services, but excluding taxes levied or imposed on the income or business privileges of Vendor, which remain the responsibility of Vendor.

25. **M/WBE Program:** Vendor 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*", which is incorporated by reference as if fully set forth herein. Vendor agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the plan. Vendor agrees to submit such documentation in connection with the plan as may be requested by the Board.

Vendor and its subcontractors shall provide all required compliance data with respect to the Remedial Plan via the Board's electronic system available at <http://cps.diversitycompliance.com>. Vendor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. Vendor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

26. **Right of Entry:** Vendor 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. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. 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. Vendor 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. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor will comply and will cause each of its officers, employees, and agents to comply with any and all instructions and requirements for the use of such property, any licenses for which being hereby incorporated by reference. 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 contained in this Agreement.

27. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor 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, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; 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, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Vendor 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 *et seq.*; the Illinois Public

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Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances 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 Vendor's employees or Vendor's subcontractors' employees.

28. **Minimum Wage:** Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's Chief Procurement Officer. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: https://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/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. In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Vendor must: (i) pay its employees no less than the minimum wage as stated by the City of Chicago ("**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 Vendor'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. 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 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 Vendor must pay the prevailing wage.

29. **Delivery of Products and Services:** In the event of a strike, sympathy strike, picketing, work stoppage, slowdown, demonstration, or any other lawful or unlawful disruptive activity that impacts Services, Vendor shall ensure continued undisrupted delivery of Services and products to the Board in accordance with the terms of the Agreement, or as may be otherwise directed by the Board. Under the

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aforementioned circumstances, the Board shall have the right to direct Vendor to use any of the following methods to arrange for continued delivery of products and Services: 1) use of Vendor's non-union employees or an alternative courier to deliver products; 2) delivery of products to an alternative site; 3) use of Board employees to pick up products from Vendor or Vendor's couriers; or 4) any other alternative means necessary to ensure that products and Services are timely delivered to the Board without disruption (subject to all applicable professional practice laws). Vendor shall also enforce any no-strike clauses Vendor has in its collective bargaining agreements when such clauses impact the delivery of any Services or products under this Agreement. Any alternative delivery methods utilized under this Section shall be approved by a representative designated by the Board.

30. **Controlling Agreement:** Vendor shall not request any CPS students or staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the delivery of the Services except for those documents specifically approved by the Board under this Agreement/ Additionally, the Board and its users shall not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the products or service or any quote provided by Vendor. Even if a CPS student or staff or other Board user agrees to any agreement or license contained or referenced in the products or services or a quote from Vendor. Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor 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 the authorized representatives of both parties and approved by the Board's General Counsel.

31. **Continuing Obligation to Perform:** In the event of any dispute between Vendor and Board, Vendor shall expeditiously and diligently proceed with the performance of all 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.

32. **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 the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.

33. **Indebtedness:** Vendor 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 a part of this Agreement as fully set forth herein.

34. **Freedom of Information Act:** Vendor acknowledges that this Agreement and all documents submitted to the Board related to this contract award 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. Vendor further acknowledges that this Agreement shall be posted on the CPS website.

35. **Ethics:** No officer, agent or employee of the Board is or shall be employed by Vendor 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 a part of this Agreement as if fully set forth herein.

36. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General will have access to all information and personnel necessary to conduct those investigations.

37. **Waiver:** No delay or omission by either Party to exercise any right hereunder shall be construed as a waiver of any such right and each Party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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38. **Kickbacks:** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor for any payment, gratuity or offer of employment in relation to the Agreement or as inducement for the acceptable of the Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.

39. **Removal and Reassignment:** Vendor agrees to remove any of its staff or subcontractor's staff from performing Services if the Board, in its sole discretion, believes that such individual is not performing acceptably or is endangering the safety or welfare of any CPS student. Vendor further agrees to bear any costs associated with the removal of such person.

40. **Warranty of Services:** Vendor hereby represents and warrants that its Services will be performed in a manner consistent with the standards of the applicable industry or profession. Vendor warrants that its Services will be performed in a manner that does not damage or corrupt data of the Board. Vendor also warrants that the deliverables submitted to the Board for acceptance will conform to the Scope of Services and will be free of errors or defects in design, material and workmanship. Any repair or replacement of deliverables or portions thereof will be additionally and automatically warranted therein. All warranties will survive inspection, acceptance and payment.

41. **Authority:** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).

42. **Joint and Several Liability:** In the event that Vendor, or its successors or assigns, if any, is comprised of more than one legal entity, then in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such legal entity.

43. **Survival and Severability:** All express representations or indemnifications made or given in this Agreement shall survive the completion of Services or the termination of this Agreement for any reason. If any provision or part of this Agreement is held to be unenforceable, the Agreement shall be considered divisible and such provision shall be deemed inoperative to the extent it is deemed unenforceable, and in all other respects the Agreement shall remain in full force and effect, provided, however, that if any such provision may be made enforceable by limitation thereof, then such provision shall be deemed to be so limited and shall be enforceable to the maximum extent permitted by applicable law.

44. **Entire Agreement:** 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 both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other documents, including but not limited to any terms and conditions that may be attached to the use of any electronic media provided by Vendor, the terms of this Agreement shall supersede and prevail.

45. **Counterparts and Electronic Signature:** 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 electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

CIMPAR, S.C.

DocuSigned by:
Jonathan Maples
By: _____
Jonathan Maples
Chief Procurement Officer

[Signature]
By: _____
Dheeraj Mahajan
Founder, President & Chief Executive Officer

March 31, 2021

Date: _____

Date: 3/31/2021

Board Rule: 21-0127-RS1

Approved as to Legal Form: DS
CD DS
JG DS
AB

DocuSigned by:
Joseph T. Moriarty
By: _____
Joseph T. Moriarty
General Counsel

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Budget
- Exhibit C: Vendor's HIPAA Obligations
- Exhibit D: Information, Integration, and Data Management Standards
- Exhibit E: Informed Consent for COVID-19 Vaccine Administration

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EXHIBIT A**SCOPE OF SERVICES****Name of Project:** COVID-19 Vaccine Clinics for CPS Employees and Designated CPS Vendor Staff**Board's Project Manager:** Kenneth Papineau**Email:** Kgpapineau@cps.edu**Vendor's Project Manager:** Dheeraj Mahajan, MD**Email:** dm@cimpar.com**Period of Performance: Start Date:** March 28, 2021**End Date:** June 30, 2021

This Scope of Services ("**Scope**") will be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") dated March 28, 2021 by and between Cimpar, S.C. ("**Vendor**") and the Board of Education of the City of Chicago commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

1. **Vaccine Clinics.** To address the COVID-19 pandemic and to maximize the efficiency in which CPS teachers and staff receive COVID-19 vaccines ("**COVID-19 vaccines**", "**CPS designated vaccines**" or "**vaccines**"), CPS has established four (4) points of dispensing ("**PoDs**") to administer the COVID-19 vaccines to CPS employees and eligible CPS vendor staff. Each PoD will be referred to herein as a "**Vaccine Clinic**". These clinics will be located at CPS facilities across the city - e.g., schools or offices. Only vaccinations approved by the U.S. Food and Drug Administration ("**FDA**") or approved by the FDA for emergency use will be distributed at the Vaccine Clinics.

Vendor shall be responsible for operating four (4) Vaccine Clinics at the four CPS facilities listed below during the Term of the Agreement.

1. Theodore Roosevelt High School located at 3436 W Wilson Avenue, Chicago, IL 60625. The Vaccine Clinic will be located in Theodore Roosevelt High School's auditorium.
 2. Michele Clark Academic Prep Magnet High School located at 5101 W Harrison St., Chicago, IL 60644. The Vaccine Clinic will be located in Michele Clark's staff lounge and activity center.
 3. Roberto Clemente Community Academy High School located at 1147 N Western Avenue, Chicago, IL 60622. The Vaccine Clinic will be located in Roberto Clemente's large gymnasium.
 4. Chicago Vocational Career Academy High School located at 2100 E 87th St, Chicago, IL 60617. The Vaccine Clinic will be located in Chicago Vocational Career Academy High School's cafe space.
2. **Overview of Operations.** Vendor shall remain registered at all times during the Term of the Agreement, and any Renewal Term, with the state's Immunization Information System ("**IIS**"), the Illinois Comprehensive Automated Immunization Registry Exchange ("**I-CARE**") system. Vendor will also report all vaccination data to the State of Illinois, as specified in the Scope of Services, through I-CARE. Vendor will submit requests for vaccine doses through the I-CARE system each week, and receive boxes containing CPS designated COVID-19 vaccines from Chicago Department of Public Health ("**CDPH**"). Vendor shall only use the COVID-19 vaccines provided by CDPH at the Vaccine Clinics for individuals identified by CPS as eligible to receive COVID-19 vaccines.

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To manage distribution of the COVID-19 vaccines, Vendor will coordinate with CDPH to receive as many doses of COVID-19 vaccines to cover appointments per day and per week. CDPH will deliver the COVID-19 vaccines directly to Vendor. CDPH will deliver frozen vaccines directly to Vendor. Vendor will then be responsible for transporting those vaccines in portable refrigerators to the Vaccine Clinics. Upon arrival at the Vaccine Clinics, Vendor must immediately put the COVID-19 vaccines into refrigeration. Alternatively, if CDPH is not able to directly deliver the COVID-19 vaccines to Vendor, CDPH will pack the allocated amount of COVID-19 vaccines for the Vaccine Clinics into green cold-storage boxes. These cold-storage boxes keep the COVID-19 vaccines at refrigerator temperature. CPS designated officials will go to CDPH's office to pick-up the COVID-19 vaccines. After picking-up the COVID-19 vaccines, CPS designated officials will deliver the COVID-19 vaccines to the Vaccine Clinics and hand them over to each of Vendor's designated authorized site leaders. Vendor's authorized site leaders will then unpack the COVID-19 vaccines from the cold-storage boxes and put the COVID-19 vaccines immediately into refrigeration after removing them from the cold-storage boxes.

Vendor shall be prepared to receive a minimum of 1,500 first doses per week and all necessary second doses across all Vaccine Clinics. The number of COVID-19 vaccines provided to each Vaccine Clinic is expected to increase from the initial number of doses. Vendor shall be prepared to distribute the maximum number of vaccines provided by CDPH each week.

Vendor will report progress, status and inventory levels of COVID-19 vaccines per Illinois Department of Health ("IDPH"), CDC, and CDPH requirements. This includes reporting COVID-19 vaccine inventory daily into VaccineFinder and reporting vaccine inventory to CPS to Lauren Feldman at lwfeldman@cps.edu and Kenneth Papineau at kgpapineau@cps.edu.


Notwithstanding the foregoing, Vendor shall be prepared to receive and distribute the maximum number of vaccine doses it is provided by CDPH each week.

3. **Excess and Unused Vaccines.** Any unopened, unused vaccines shall be held in reserve for CPS by Vendor in accordance with COVID-19 vaccine storage and handling requirements, for future administration only to CPS employees or eligible CPS vendor staff in accordance with the terms of this Agreement.

Any vaccine doses that have been opened and consequently cannot be stored for future use shall be considered excess doses. Any vaccine doses allocated for a given day that are not administered and can be preserved for use on a future day shall be refrigerated for future use. In the event there are excess vaccines on a given day at any Vaccine Clinic and those vaccines cannot be refrigerated for future use, vaccines shall be administered to any CPS employee or eligible CPS vendor staff, regardless of whether those employees have a vaccine appointment that day. Excess vaccines shall be offered to CPS employees in accordance with the order of subgroups listed in the CPS' Vaccination Prioritization Strategy in Table A below. Vendor shall not administer any CPS designated vaccines to anyone who is not a CPS employee or an eligible CPS vendor staff, and Vendor shall not vaccinate any individual utilizing CPS designated vaccine doses at any location other than those CPS Vaccine Clinics listed in this Agreement. Further, Vendor shall only thaw and open the number of vaccines needed to cover appointments for each day to minimize the possibility of having excess vaccines.

Table A: Vaccination Prioritization Strategy

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CPS' Vaccination Prioritization Strategy		
 <p>Groups are prioritized for vaccinations based on the amount of time these roles have been coming to school in person and their level of exposure to other people. Staff who are 65 or older or have a high-risk medical condition as defined by the CDC will be given priority within their subgroups. ADA or caretaker accommodations will not impact placement in priority groups. This prioritization may change based on vaccine availability and other factors.</p> <p><i>Note: This chart does not include CPS employees who are eligible under 1a. The district recently launched partnerships to provide approximately 1,500 staff who serve in healthcare roles who are eligible under phase 1a to receive vaccination. Through these partnerships, there are enough vaccine doses for all eligible 1a CPS employees.</i></p>		
<p>Group 1 High Exposure: Individuals whose job responsibilities require them to work in close physical proximity with others, and oftentimes they cannot practice social distancing in the execution of their job responsibilities.</p>	<p>Subgroup 1.1 School-based nutrition staff School-based security staff School leaders Care room attendants Clerks</p>	<p>Subgroup 1.2 Bus aides Cluster program teachers and paraprofessionals Pre-K teachers and paraprofessionals SECA's Technology coordinators</p>
<p>Group 2 Medium Exposure: Roles that may require regular interaction with other staff members and students where social distancing may not be possible at all times.</p>	<p>Subgroup 2.1 Facilities staff Other elementary school teachers and paraprofessionals</p>	<p>Subgroup 2.2 Other high school teachers and paraprofessionals</p>
<p>Group 3 Low Exposure: Individuals whose jobs can largely be performed remotely.</p>	<p>Subgroup 3.1 Central and network office staff</p>	

4. Vaccination Data

For all vaccines provided under this Agreement, Vendor shall have CPS employees and eligible CPS vendor staff authorize Vendor to share the following information with the Board:

- First and Last Name
- Date of Birth
- Email Address
- Date of first vaccination dose
- Date of second vaccination dose

Authorization to share this information with CPS will be made via a consent form provided to registrants by Vendor during the registration process, in which the individual being vaccinated agrees to release the aforementioned information to CPS. A copy of the consent form is attached to this Agreement as Exhibit E, Informed Consent for COVID-19 Vaccine Administration

Vendor shall provide the Board with daily and weekly reports of the aforementioned data. Daily, Vendor shall provide the Board with a report containing the following information: 1) names and email addresses for all individuals who received a first vaccine dose, 2) names and email addresses for all individuals who received a second vaccine dose, and 3) the names and email addresses of all individuals who missed their appointments that day. Daily and weekly, Vendor shall provide the Board with a report indicating the first and last name and email addresses of each person scheduled to receive a vaccine dose at the Vaccine Clinics in the next two to four weeks. This report shall also indicate which dose number each individual is scheduled to receive, as well as the Vaccine Clinic location the individual will be vaccinated at by Vendor. The reports required by the Board are subject to change at CPS' discretion. If new reports are needed, the Board will provide Vendor with notice regarding the information required in those reports. Vendor shall send all reports to Lauren Feldman at lwfeldman@cps.edu and Kenneth Papineau at kqpapineau@cps.edu.

5. Process and Workflow

- a. Vendor is responsible for setting up the vaccination process and creating a workflow to support an efficient process, including, but not limited to:
 - i. Use of a HIPAA compliant appointment scheduling system for patients,

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including the ability to schedule the appointment, validate individual's employment with CPS (via CPS ID or validation against a list provided by CPS), register with personal, medical and insurance information, receipt appointment reminders and secure, compliant storage of vaccination records.

- ii. When CPS employees or CPS eligible vendor employees register for their vaccination appointments, each individual shall receive confirmation of their appointment that can be used to check-in at their designated Vaccine Clinics upon arrival. Employees or CPS vendor staff will then schedule their second vaccination appointment, provided the COVID-19 vaccine the individual is receiving is a two-dose vaccine. (In the event a single dose vaccine is being provided, no additional vaccination appointment will be provided.)
- b. Vendor will utilize the patient management system, Juvare EMTrack ("**Juware**") for COVID-19 vaccination scheduling, tracking, and reporting.
- i. Vendor shall utilize Juvare for all COVID-19 vaccination scheduling, tracking and reporting. In the event that Juvare becomes temporarily unavailable for any reason, with prior approval of CPS, Vendor may use a manual paper process for COVID-19 vaccination scheduling, tracking, and reporting. In the event that Juvare becomes unavailable and a manual paper process is temporarily utilized, Vendor shall be responsible for transferring and inputting all paper records into Juvare once Juvare is running again. Vendor shall maintain all paper and electronic records in accordance with HIPAA requirements.
 - ii. Vendor must document vaccine administration in their medical record systems within twenty-four (24) hours of administration, use their best efforts to report administration data to the IIS (I-CARE) as soon as practical but no later than 72 hours after administration.
 - iii. Vendor shall provide the scheduling system for vaccination appointments. The system shall have the following capabilities:
 - a) The ability to store the names, phone numbers, gender, and cps email addresses of the employees who accept the offer to receive the COVID-19 vaccine through CPS-run Vaccine Clinics. Vendor's system will automatically notify anyone who begins vaccination to complete registration.
 - b) The ability to record and store the dates the dose(s) of the COVID-19 vaccines are given to employees (for all employees that receive COVID-19 vaccines that require two doses, the dates of both doses will be recorded);
 - c) The ability to retain all CPS data provided to setup and receive the COVID-19 vaccines; and
 - d) The ability to transfer vaccination records to the Illinois state database within the timeframe required by regulations.
 - iv. Vendor shall use an Electronic Medical Records ("**EMRs**") system to keep HIPAA compliant records of patient care
 - a) EMRs must be able to gather all data required by IDPH for I-CARE reporting purposes including but not limited to, patient information (name, ID date of birth, sex, address, administration date,, administration address (including company) etc.) and vaccine information (CVX (product), dose number, lot number (unit of use or unit of sale), MVX (manufacturer), vaccine administering provider's name and suffix, administrating provider's address , if different than the

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administration address, vaccine administration site (on the body), vaccine expiration date, vaccine route of administration, vaccine series, batch, etc.

- v. After administering a dose of a COVID-19 vaccine, Vendor must record all data points marked below by an asterisk into the vaccine recipient's record. Vendor must report all data points below (as well as any additional data elements if revised by CDC) in I-CARE:
- a) Administered at location/facility name/ID
 - b) Administered at location type
 - c) Administration address (including Company) *
 - d) Recipient name and ID*
 - e) Recipient date of birth*
 - f) Recipient sex*
 - g) Recipient race
 - h) Recipient ethnicity
 - i) Recipient address*
 - j) Administration date
 - k) CVX (product)*
 - l) NDC (national drug code)
 - m) Dose number*
 - n) Lot number (Unit of Use [UoU] or Unit of Sale [UoS])*
 - o) MVX (manufacturer)*
 - p) Sending organization (name of the Agency submitting the report)
 - q) Vaccine administering provider's name and suffix*
 - r) Administering provider's address, if different than the administration address*
 - s) Vaccine administration site (on the body)*
 - t) Vaccine expiration date*
 - u) Vaccine route of administration*
 - v) Vaccine series
- vi. Report to the Vaccine Event Reporting System ("**VAERS**") the following adverse events after COVID-19 vaccination [under Emergency Use Authorization ("**EUA**")], and other adverse events if later revised by CDC:
1. Vaccine administration errors, whether or not associated with an adverse event ("**AE**")
 2. Serious AEs regardless of causality. Serious AEs per FDA are defined as:
 - a. Death;
 - b. A life-threatening AE;
 - c. Inpatient hospitalization or prolongation of existing hospitalization;
 - d. hospitalization;
 - e. A persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions;
 - f. A congenital anomaly/birth defect;
 - g. An important medical event that based on appropriate medical judgement may jeopardize the individual and may require medical or surgical intervention to prevent one of the outcomes listed above.
 3. Cases of Multisystem Inflammatory Syndrome
 4. Cases of COVID-19 that result in hospitalization or death
 5. Any additional clinically significant AEs following vaccination, even if not sure vaccination caused the event
 6. Any additional select AEs and/or any revised safety reporting

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- requirements per FDA's conditions of authorized use of vaccine(s) throughout the duration of any COVID-19 Vaccine being authorized under an EUA
- vii. Vendor agrees that all obligations in this Agreement shall flow down and apply to any systems utilized by Vendor under this Agreement, including any patient management systems.
 - viii. All software and electronic platforms used will be operated in accordance with the Information, Integration, and Data Management Standards attached and incorporated into the Agreement as Exhibit D.
- c. Vendor will provide all COVID-19 vaccines at the Vaccine Clinics in accordance with CPS' Vaccination Prioritization Strategy.
5. **Supplies.** Vendor will be responsible for procuring and distributing all supplies needed for administering the COVID-19 vaccines including, but not limited to, the following supplies:
- Vaccine refrigerator
 - Vaccine freezer
 - Medical gloves
 - Disinfectants
 - Medical wastebasket
 - Sharps containers (S32 Smartsharp Reusable container)
 - Appropriate needles (length, gauge) for the route of administration (Subcut, IM) and the expected patient population
 - Sterile alcohol prep pads
 - Syringes (1 or 3 cc)
 - Adhesive bandages
 - Disposable table covers
 - Gauze pads
 - Clear plastic sneeze guards
 - Alcohol-based hand sanitizer with at least 60% alcohol
 - Hand soap
 - Disposable face coverings for patients who arrive without one
 - Personal protective equipment ("PPE") for all Vendor's staff, including face masks, gloves, and eye protection.
 - Disinfectants per Center for Disease Control and Prevention ("CDC") and EPA guidelines. Current EPA guidelines are located at <https://www.epa.gov/pesticide-registration/list-n-disinfectants-coronavirus-covid-19>. In the event that EPA guidelines are updated after execution of this agreement, Vendor shall continue to be in adherence with any updated guideline
 - Tissues
 - Bottled water
 - Trash bags
 - EpiPens

Vendor shall also be responsible for disposal of all biohazard waste materials and sharp objects.

6. **Compliance**

Vendor shall be responsible for obtaining proper consent from all CPS employees at the Vaccine Clinics. Consent from employees must include the employee's consent to receive the COVID-19 vaccine, consent to report that the employee has received the vaccine, and consent to share vaccination records (including consent to share with the State of Illinois and CPS).

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Vendor must also register with I-CARE to allow for vaccination records to be shared with the State of Illinois. I-CARE is a system for vaccine management and operations, which includes ordering, shipping, handling, and storing procedures for all vaccine purchases in the state of Illinois. A copy of the current guidelines for storing and handling COVID-19 can be found here: <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf>. These storage guidelines are subject to change.

Vendor shall ensure all actions (including but not limited to all documentation and all interactions with patients) are taken in full compliance with HIPAA. Vendor shall also ensure it documents all COVID-19 vaccines it administers through the state-based immunization information system (“IIS”) (I-Care), patient’s electronic medical records, client-held paper immunization records and any other methods as identified.

Vendor shall also sign a CDC COVID-19 Vaccination Program Provider Agreement. Vendor is responsible for adhering to all requirements outlined in the agreement, including updated recommendations, requirements, and other guidance provided in the footnoted weblinks incorporated in the COVID-19 Vaccination Program Provider Agreement.

Vendor shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, regulations, and guidelines, as well as any Board guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19 and COVID-19 vaccinations. Vendor shall further comply with evolving requirements to protect the health and safety of all patients and staff at the Vaccine Clinics, as expressed in local, and state guidance from various government agencies. This includes, but is not limited to, adhering to all health and safety guidelines issued by CPS, IDPH, and CDPH related to COVID-19. Vendor acknowledges these health and safety guidelines are subject to change.

7. Physical Set-Up of Vaccine Clinics

Vendor is responsible for the physical set-up of the four Vaccine Clinics. This includes, but is not limited to, the following:

- A. Obtaining office supplies required for operations
- B. Obtaining and displaying signage, easels, or other equipment that contain, minimally, the following information: clinic hours, future clinic dates and times; and clinic flow
- C. Arranging clinics, staff and patient flow throughout the clinics that ensures adherence to all COVID-19 related public health protocols. This also includes ensuring the following protocols are adhered to and enforced at all times in the Vaccine Clinics;
 - Adequate social distancing of at least 6 feet at all times
 - Health screening upon arrival
 - Every individual entering a Vaccine Clinic must complete a two-step health screening process: 1) Fill out CPS health screener and 2) Have temperature checked at the door.
 - The Board will provide Vendor with the health screener and thermometers for this process. Vendor shall be responsible for ensuring each person entering each Vaccine Clinic has completed the health screener and has had their temperature checked. Anyone who fails the health screener or temperature check shall be required to leave the Vaccine Clinic.
 - Mask adherence. Everyone must wear a mask at all times while in the CPS facility.
- C. Vendor will also work with the on-site CPS facilities team to ensure proper furniture for

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vaccination activities (e.g., tables, chairs, access to electrical outlets, etc.) is set-up at each clinic. CPS will provide the following supplies at each Vaccine Clinic: 10 tables, 3 chairs per table, extension cords and Wi-Fi access.

- D. Vendor will provide a minimum of eight (8) vaccination stations at each Vaccine Clinic. Each vaccination station must have a chair, table, gauze, alcohol pads, sharps disposal container (provided by CPS), a vaccine fact sheet (laminated), hand sanitizer, and a privacy screen.

The Vaccine Clinics shall operate during the days and hours listed below:

- Wednesday, Thursday, and Friday: 11:00 A.M. - 6:00 P.M.
- Saturday: 9:00 A.M. - 4:00 P.M.

***Hours of operation and days of operation are subject to change at CPS' discretion. CPS will inform Vendor of any changes to Vaccine Clinic hours.

8. Minimal Cleaning Standards

At each Vaccine Clinic, the below cleaning standards shall be the minimal cleaning standards utilized.

Vendor shall be responsible for cleaning and sanitizing of the Vaccine Clinic space during the term of the Agreement, including cleaning and sanitizing required between patients and during all Vaccine Clinics operations in accordance with CDC standards and using Environmental Protection Agency ("EPA") approved products. This includes all vaccination stations, tables, chairs, waiting areas, observation areas, etc. Vendor must use EPA approved products.

Vendor shall also be responsible for safely removing and disposing of any medical waste, including, any item contaminated by blood or other potentially infectious material in the course of operating the Vaccine Clinics and providing medical related services. It is understood and agreed that Vendor shall be responsible for coordinating the disposal of all biohazard waste materials and sharp objects with CPS' waste disposal vendor. The Board shall *not* be responsible for the removal or disposal of any item contaminated by blood or other potentially infectious material resulting from the Vendor's operation of the Vaccine Clinics and provision of medical related services in the CPS facilities

9. Staffing Vaccine Clinics

Vendor shall be responsible for providing all staff for each of the four Vaccine Clinics. Vendor shall also possess a medical license. Vendor will provide adequate staff, both clinical and non-clinical, to operate the Vaccine Clinics to provide a total of a minimum of 1500 first doses and 1500 second doses of the COVID-19 vaccines each week, across all four Vaccine Clinics. (Each Vaccine Clinic must have the capacity to provide a minimum of 375 first dose appointments and 375 second dose appointments each week. Each Vaccine Clinic will run on a different day of the week). The number of vaccine doses Vendor must be staffed to administer is subject to change at CPS' discretion. CPS will provide notice to Vendor of any significant change in the number of vaccines it must be prepared to administer each week.

Each position must be filled by a qualified individual, as described below.

Vendor shall make every effort to be fully staffed as quickly as possible. However, CPS will assist Vendor with non-clinical staffing needs. This assistance will not include any assistance with administering the COVID-19 vaccines to patients.

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Vendor shall staff the Vaccine Clinics to effectively administer a minimum of 1,500 first doses per week and all necessary second doses across all Vaccine Clinics. The number of COVID-19 vaccines provided to each Vaccine Clinic is expected to increase from the initial number of doses. Vendor shall be prepared to distribute the maximum number of vaccines provided by CDPH.

At a minimum, Vendor shall provide the staff below at all times during the operation of each Vaccine Clinic:

- Four (4) staff to register and check-in patients. These staff members shall perform the following:
 - Confirm identity of CPS employee
 - Provide patient with printed vaccine information sheet
 - Provide COVID-19 Vaccination Record Card
 - Obtain HIPAA consent and consent to share information with CPS from each CPS employee and eligible CPS vendor staff
 - Schedule second dose appointments by the conclusion of the appointment (if vaccine being received is the first dose of a two- dose vaccine) and, optionally, to register patient with the CDC's V-Safe tool
- One (1) site leader/supervisor
- One (1) site advance practice clinician leader
- Two (2) Registered Nurses (“RN”) to prepare reconstituted vaccines, mix up and draw vaccines, and to monitor vaccines for temperature to ensure they are stored properly for maximum usage dependent upon the type of vaccine supplied to the clinic.
- Minimally eight (8) additional RNs to perform vaccinations. Performing vaccinations will include the following services:
 - Obtaining patient health history
 - Administering doses
 - Recording vaccine type, lot #, sign/date
 - Assigning 15 or 30 minute observation periods, based on CDC requirements, for each individual vaccinated.
- Two (2) staff members (RN/medical assistant (MA)) to observe individuals who have been vaccinated for 15 or 30 minute periods after vaccination to ensure no allergic reactions and to take any actions needed to address allergic reactions shall an allergic reaction occur.

10. Billing

Vendor shall be responsible for billing for any vaccine administrative fees through each patients' insurance or government funded health coverage program (e.g. Medicare). Vendor shall ensure timely and accurate insurance billing immediately post-visit for each employee.

For anyone that Vendor administers COVID-19 vaccines to who does not have health insurance or whose insurance does not provide coverage of the Covid-19 vaccines may request reimbursement for the administration of the COVID-19 vaccine through the Health Resources and Services Administration (“HRSA”) COVID-19 Uninsured Program.

Effective March 15, 2021, for single dose COVID-19 vaccines, Medicare will pay approximately \$40 for its administration. Starting on March 15, 2021, for COVID-19 vaccines requiring multiple

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doses, Medicare will pay approximately \$42.14 for each dose in the series.

CPS shall only pay Vendor for those fees specified in Exhibit B as “**Fees Billable to CPS**”. CPS shall not be liable for, and shall not pay for any costs billed to insurance for vaccine administration, except in the event of a properly and timely insurance billing submitted by Vendor that is denied by the insurer, and for which Vendor is not otherwise not reimbursed by the insurer. Vendor is prohibited from invoicing or billing CPS for any fees that are eligible for reimbursement by an insurer, or for which it has been reimbursed for by an insurer.

Vendor recognizes the following:

- Vendor must administer COVID-19 Vaccines at no out-of-pocket cost to the recipient
- Vendor may not deny anyone vaccination based on the vaccine recipient’s coverage status or network status
- Vendor may not charge an office visit or other fee if COVID-19 vaccination is the sole medical service provided
- Vendor may not require additional medical services to receive COVID-19 vaccination
- Vendor may seek appropriate reimbursement from a program or plan that covers COVID-19 Vaccine administration fees for the vaccine recipient, such as:
 - vaccine recipient’s private insurance company
 - Medicare or Medicaid reimbursement
 - HRSA COVID-19 Uninsured Program for non-insured vaccine recipients
- Vendor may not seek any reimbursement, including through balance billing, from the vaccine recipient

11. Data Collection and Sharing

Vendor shall collect the data listed in the table below to schedule vaccine appointments and track vaccine administration:

<p>Data Required: Vendor requires the following Data elements necessary to provide the Vaccines under this Agreement:</p>	<ul style="list-style-type: none"> ● First name ● Last name ● Date of Birth ● Sex ● Race ● Ethnicity ● Address ● CPS email address ● Date of first vaccination dose ● Date of second vaccination dose (if applicable) ● Vaccine information <ul style="list-style-type: none"> ○ Administered at location/facility name/ID ○ Administered at location type ○ Administration address (including Company) ○ Administration date ○ CVX (product) ○ NDC (national drug code) ○ Dose number ○ Lot number (Unit of Use [UoU] or Unit of Sale [UoS]) ○ MVX (manufacturer) ○ Sending organization (name of the Agency submitting the report)
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	<ul style="list-style-type: none">○ Vaccine administering provider's name and suffix○ Administering provider's address, if different than the administration address○ Vaccine administration site (on the body)○ Vaccine expiration date○ Vaccine route of administration*○ Vaccine series
<p>Data Usage: The data listed above shall be used only for the following purpose:</p>	<p>Vendor shall use the above data to schedule vaccine appointments and to track vaccine administration. Vendor shall compile the aforementioned data in the reports detailed in Section 4 of <u>Exhibit A</u> and share those reports with CPS. Via written consent, Vendor shall obtain authorization from each patient to collect this data from patients, and to share the data back with CPS.</p>

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EXHIBIT B
BUDGET

Vendor shall be paid in accordance with the fees and costs set forth below up to the Maximum Compensation Amount.

The maximum compensation payable to Vendor during the Term of this Agreement shall not exceed Seven Hundred Forty-Seven Thousand Dollars (\$747,000.00) ("**Maximum Compensation Amount**"), as may be amended. It is understood and agreed that the Maximum Compensation Amount 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 other deliverables not in compliance with this Agreement. No expenses shall be reimbursed under this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Services and deliverables not provided.

Vendor shall be responsible for billing for any vaccine administrative fees through each patients' insurance or government funded health coverage program (e.g. Medicare). CPS shall only pay Vendor for those fees specified in the chart below as "**Fees Billable to CPS**". CPS shall not be liable for, and shall not pay for any costs billed to insurance for vaccine administration, except in the event of a properly and timely insurance billing submitted by Vendor that is denied by the insurer, and for which Vendor is not otherwise reimbursed by the insurer. Vendor is prohibited from invoicing or billing CPS for any fees that are eligible for reimbursement by an insurer, or for which it has been reimbursed for by an insurer.

Vendor shall ensure timely and accurate insurance billing immediately post-visit for each employee. Vendor shall not charge any patients for actual vaccines.

Daily Cost Itemization		
Categories	"Fees Billable to CPS"	Billed to Insurance
Administrative Fee (Injection Fee)	N/A	\$42.14 per person, as may be amended
Project management: 1 medical director, 1 clinical lead, 1 technical lead, 1 project manager and 2 site supervisors	\$2,600.00	N/A
Scheduling staff - staff members (non-clinical)	\$500.00	N/A

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12 clericals for registration, record keeping, on-site support		
Clinicians – staff members including scheduling and management 18 vaccinators, 8 for observation, drawing and follow up	\$1,000.00	N/A
Data management and reporting. (I-Care and EM tracks) Required by City of Chicago and State of Illinois Staff Training Costs	\$2,500.00	N/A
Technology Support- to oversee software, hardware, BroadBand, Wi-Fi and support CIMPAR and CPS staff	\$600.00	N/A
Immunization delivery (first and second vaccination) and recovery and disposal. Covers vaccine transport including cold chain maintenance (temp monitoring) to and forth to the site, chain of custody maintenance to and forth to the site and sharps transport and disposal.	\$1,600.00	N/A
Patient instruction -Additional staff available at the Vaccine Clinics. Printed materials available on demand to patients requesting pre or post vaccine instructions. Includes special mailbox (CPS-Vaccines@cimpar.com) for CPS vaccine program that is monitored around the clock by our clinical personnel (this cost is split between this item and next line item)	\$400.00	N/A
Post immunization medical surveillance - Dedicated to VAERS reporting and available round the clock CPS-Vaccines@cimpar.com and dedicated phone-line for the cps program	\$800.00	N/A

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One- Time Fees

Item	Billable to CPS	Billed to Insurance
One Time Hardware Costs (14 Tablets)	\$7,000.00	NA
One time startup costs: Storage space and utilities paid upfront for project duration, freezer, refrigerators, transport freezers, prints, recruitment, cold chain management equipment, project plan, attorney fee, insurance, supplies (not included in vaccine kit)	\$60,000.00	NA
Total Cost of One Time Fees	\$67,000.00	

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EXHIBIT C

VENDOR'S HIPAA OBLIGATIONS

At all times Vendor agrees to 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**"). In the event of conflicting terms or conditions, this Section shall supersede the other provisions of 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.** Vendor shall use and/or disclose Protected Health Information ("**PHI**") only to the extent necessary to satisfy Vendor's obligations under the Agreement.
3. **Prohibition on Unauthorized Use or Disclosure of PHI.** Vendor shall not use or disclose any PHI received from or on behalf of the Board, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by the Board. Vendor 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) the Board's health information privacy and security policies and procedures.
4. **Vendor's Operations.** Vendor may use PHI it creates or receives for or from the Board only to the extent necessary to carry out Vendor's legal responsibilities. Vendor may disclose such PHI as necessary for Vendor's legal responsibilities only if:
 - a. The disclosure is required by law; or
 - b. Vendor obtains reasonable assurance, evidenced by written agreement, from any person or organization to which Vendor shall disclose such PHI that such person or organization shall:
 - i. Hold such PHI in confidence and use or further disclose it only for the purpose for which Vendor disclosed it to the person or organization or as required by law; and
 - ii. Notify Vendor (who shall in turn promptly notify the Board) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
5. **PHI Safeguards.** Vendor 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 the Board, or developed by Vendor (including its Staff and subcontractors) for the Board.
6. **Electronic Health Information Security and Integrity.** Vendor 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 142 of the CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of the Board pertaining to an individual. Vendor shall document and keep these security measures current.

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7. **Protection of Exchanged Information in Electronic Transactions.** If Vendor conducts any standard transaction for or on behalf of the Board, Vendor shall comply, and shall require any subcontractor or agent conducting such standard transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Vendor 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 the Board that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a standard; (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).
8. **Access to PHI.** In addition to the Audit and Document retention provisions found in the Agreement, Vendor shall provide access, at the request of the Board, to PHI in a Designated Record Set, to the Board or, as directed by the 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. Vendor shall provide access in the time and manner set forth in the Board's health information privacy and security policies and procedures.
9. **Amending PHI.** Vendor shall make any amendment(s) to PHI in a Designated Record Set that the Board directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of the Board or an individual, and in the time and manner set forth in the Board's health information privacy and security policies and procedures.
10. **Accounting of Disclosures of PHI.**
 - a. Vendor shall document such disclosures of PHI and information related to such disclosures as would be required for the 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. Vendor agrees to provide the Board or an individual, in the time and manner set forth in the Board's health information privacy and security policies and procedures, information collected in accordance with Section 10 (i) above, to permit the 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.
11. **Access to Books and Records.** Vendor shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of the Board available to the Board and to the Department of Health and Human Services ("**DHHS**") or its designee for the purpose of determining the Board's compliance with the Privacy Rule.
12. **Reporting.** Vendor shall report to the Board any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by the Board. Vendor shall make the report to the Board's Privacy Official not less than 24 hours after Vendor learns of such unauthorized use or disclosure. Vendor'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 Vendor has done or shall do to mitigate any deleterious effect of the unauthorized

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use or disclosure; (e) identify what corrective action Vendor 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 the Board's Privacy Official.

13. **Mitigation.** Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of the Agreement.
14. **Return or Destruction of Health Information.**
 - a. Except as provided in Section 14(ii) below, upon termination, cancellation, expiration or other conclusion of the Agreement, Vendor shall return to the Board or destroy all PHI received from the Board, or created or received by Vendor on behalf of the Board. This provision shall apply to PHI that is in the possession of subcontractors or agents of Vendor. Vendor shall retain no copies of the PHI.
 - b. In the event that Vendor determines that returning or destroying the PHI is infeasible, Vendor shall provide to the Board notification of the conditions that make return or destruction infeasible. Upon verification by the Board that the return or destruction of PHI is infeasible, Vendor shall extend the protections of the Agreement to such PHI and limit further uses and disclosure of PHI to those purposes that make the return or destruction infeasible, for so long as Vendor maintains such PHI.
15. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by DHHS with respect to PID, the Agreement shall automatically amend such that the obligations imposed on Vendor as a Vendor remain in compliance with such regulations.
16. **Subcontractors and Agents.** Vendor shall require each of its subcontractors or agents who provide Work hereunder, or to whom Vendor may provide PHI or other Confidential Information received from, or created or received by Vendor on behalf of the Board, to agree to written contractual provisions that impose at least the same obligations of ownership and obligations to protect such PHI and other Confidential Information as are imposed on Vendor by the Agreement.
17. **Survival and Material Breach.** It is understood and agreed that the provisions of this Section shall survive the termination or expiration of this Agreement. Moreover, it is further understood and agreed that Vendor's non-compliance with any of its obligations and responsibilities under this Section shall constitute a material breach of this Agreement, and the Board also shall have the right to withhold payments due under this Agreement until Vendor remedies any and all such non-compliance to the Board's reasonable satisfaction.

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EXHIBIT D

Information, Integration, and Data Management Standards

Information, Integrations, and Data Management are central capabilities needed to deliver information optimally, and to realize service value. Within most modern solutions data and interfacing is needed for both internal CPS and external systems.

Vendor must capabilities must include the following, at a minimum:

- Must employ experts to work, in collaboration with CPS IT and business experts
- Aligned with district academic and administrative data management programs, which include aligning with IMS Global Standard for open operability, or allowing for open data exchange (for all data within the proposed system) using sfp, 3rd party API's like Clever, or an open API for data exchanges.
- Ability to maintain logs of activities, status, and functional state of the solution
- Have an application architecture built with security in mind, using the latest industry techniques
- The hosted environment must be redundant, with no single points of failure, and have the capacity to handle District demands, and have the capabilities needed to recover from data loss or corruption
- Able to enable reporting and analytics (BI)
- Able to schedule routine imports and exports of data in an automated fashion
- Quality controls for data management within the user interface, and within data synchronization routines
- Leverage the CPS system of record for identity and access management (Rapid ID / SAML for single sign on)
- For third party integrations - Document purpose, data exchanges, utility of integration, method of integrations, provide geography of operations, the name of the third party, and a formal CPS IT approval
- For educational platforms, support One-roster / IMS Global protocols

A more comprehensive explanation of the requirements above are described in the sections below.

Audit History

The Solution should maintain a complete history of all data including the user identification and timestamp for data creation, updates and deletions to support a complete audit history; this includes persistence of deleted data ("**Soft Deletes**") for all key entities as determined by Board requirements. Reporting on audit history shall be easy and efficient, preferably including out of the box reports summarizing data changes.

Data Integrations

The Solution should support both ad hoc and automated import, export, and update of all necessary data for the in scope systems, at appropriate frequencies, including near-real-time. For platforms supporting digital learning then the solution must support IMS global / One-Roster protocols. Employee assessment results will only be exportable at an anonymized, aggregate level.

Data Accessibility

Vendor shall support both ad hoc and automated extract of all data from the Solution at appropriate frequencies.

Portability

It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Vendor. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this

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condition exists then Vendor shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act (“**FOIA**”) request or otherwise uphold its legal obligations. Assessment results are only stored at an anonymized, aggregated level.

Data Validation

Integration of multiple datasets together can be fraught with difficulty, including inconsistent fields, missing datasets, and conflicting sets of information. The Vendor solution will need rules to ensure referential integrity between datasets:

- Ensure that primary keys in one dataset are indeed unique, even compound primary keys
- Ensure that foreign keys in one file match the primary keys in another file
- Validation that all other fields are well formed, and cleaned as required

In the data integration environment, it's also important that data issues can be quickly acted upon. Vendor shall provide the following options:

- Automatic quarantining of data to ensure that invalid data is not ingested. Even if this is only part of a file, the invalid data is removed and the remainder quarantined
- Email alerts when data issues are identified so they can quickly be escalated us when jobs are not synchronized

Data Management

- The Vendor will not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Vendor shall return or destroy all confidential information received from CPS, or created or received by Vendor on behalf of CPS.
- In the event that Vendor determines that returning or destroying the confidential information is infeasible, Vendor shall notify CPS of the conditions that make return or destruction infeasible, but such plans will be approved by CPS.
- If CPS agrees that return or destruction of confidential information is infeasible; Vendor shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.
- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, or a shared storage facility security.
- The Solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development must be documented.
- Data exchanges with CPS shall be done in an automated fashion.

Data Conversion and Validation

The Vendor must provide human resources to partner with the CPS Enterprise Data Team to document the proper conversion mapping and perform test validation for any/all bi-directional data exchanges, or any automation.

Data Protection

Data shall be protected with the latest backup technologies, and be backed up daily, with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the

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production and DR environments, where information is hosted and protected in the United States for student information.

Identity and Access Management

- Must be in compliance with the CPS Security and Access Control policies (<https://cps.edu/AcceptableUsePolicy/Pages/platformGuidelines.aspx>)
- Ensure that any consumer, including a 3rd party vendor's employees or subcontractor to whom access is granted agrees to the same restrictions, standards, and conditions that apply through the contract with CPS, and that access to CPS data is approved by CPS.
- Ensure that any consumer, including a subcontractor, employee, or another 3rd party to whom access to data and/or information systems, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the data and information systems.
- Maintain a security plan that complies with NIST, ISO 27000 series and CPS approved security policies.
- Report to the CIO of CPS within 24 hours of discovery of any security incidents that occur within solution / information systems that may affect CPS systems.
- Maintain audit events according to policy and provide this information to CPS upon request. These audit logs must be kept according to CPS's records retention policy for student records.
- Develop and implement policies and procedures regarding the use of information systems that describes how users are to protect against intrusion, tampering, viruses, etc.
- Authentication mechanism and integration with Active Directory. Should support user account and password requirements and is compatible with the latest version of SAML, Google, Rapid ID, or other CPS approved SSO service platform.
- Documented security controls in place to protect sensitive and/or confidential information.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

EXHIBIT E

Informed Consent for COVID-19 Vaccine Administration

I hereby give my consent to CIMPAR, S.C. ("Cimpar") and its personnel to administer the COVID-19 vaccine (the "Vaccine"). I understand that the Vaccine is a two-part vaccine series. By signing this consent, I am agreeing that I will receive the first and second part of the Vaccine series.

I understand that the common risks associated with the Vaccine include but are not limited to pain, redness or swelling at the site of injection, tiredness, headache, muscle pain, chills, joint pain, fever, nausea, feeling unwell or swollen lymph nodes (lymphadenopathy). I understand that the Vaccine may cause a severe allergic reaction which can include anaphylaxis (difficulty breathing, swelling of the face and throat, a fast heartbeat, a rash all over the body, dizziness and/or weakness). I understand that these may not be all the side effects of the Vaccine as the Vaccine is still being studied in clinical trials. I also understand that it is not possible to predict all possible side effects or complications which could be associated with the Vaccine. I understand that the long-term side effects or complications of the Vaccine are not known at this time.

I have received and read or had explained to me the FDA's Fact Sheet on the Vaccine. I also acknowledge that I have had a chance to ask questions and that such questions were answered to my satisfaction. Further, I acknowledge that I have been advised that I should remain near the vaccination location for observation for approximately 15 to 30 minutes after administration.

I acknowledge that Cimpar and its affiliates, officers, directors, employees and agents expressly disclaim any responsibility for the Vaccine or its administration. My consent is given in light of this knowledge, and in consideration of Cimpar administering the Vaccine. I, for myself and my heirs, administrators, trustees, executors, assigns and successors in interest, hereby release and hold harmless Cimpar, its affiliates, successors, assigns, officers, trustees, employees, volunteers and agents from and against any and all demands, damages, losses, costs, expenses, obligations, liabilities, claims, actions and cause of action (whether any of which is groundless or otherwise) of any nature whatsoever (including, without limitation, reasonable attorney's fees and court costs) by reason of or resulting, in any way, from any and all acts, accidents, events, occurrences, omissions and the like related to, or arising out of, directly or indirectly, my receipt of the Vaccine. CIMPAR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE VACCINE OR ITS EFFECTIVENESS.

I understand that Cimpar will bill my insurance company for administering the Vaccine. I agree to supply such information as reasonably requested by Cimpar with respect to billing my insurance.

By executing this Consent, I authorize Cimpar to disclose the fact that I will receive or have received the COVID-19 Vaccine to Chicago Public Schools ("CPS"). I understand that if Cimpar bills my insurance and CPS is also my health insurer, CPS' health benefit plan will have access to my health information.

I further understand and agree that Cimpar may be required to submit Vaccine administration data to the Illinois Comprehensive Automated Immunization Registry Exchange (I-CARE) and report moderate and severe adverse events following vaccination to the federal Vaccine Adverse Event Reporting System (VAERS).

Name: _____

Signature: _____

Date: _____