

20-1216-RS1

December 16, 2020

AMEND BOARD REPORT 20-0923-RS1
AMEND BOARD REPORT 20-0624-RS1
AMEND BOARD REPORT 20-0325-RS1
**RESOLUTION AUTHORIZING EXPENDITURES AND ACTIONS IN RESPONSE TO THE
CORONAVIRUS DISEASE 2019 (COVID-19)**

WHEREAS there is an outbreak of respiratory illness caused by a novel Coronavirus Disease 2019 (COVID-19) and infections are being reported internationally, including the United States and the City of Chicago;

WHEREAS, on January 31, 2020, the Health and Human Services Secretary, Alex M. Azar II, declared a public health emergency ("PHE") for the United States;

WHEREAS, on March 9, 2020, Illinois Governor J.B. Pritzker issued a disaster proclamation (state of emergency) for the State of Illinois in response to the COVID-19 outbreak;

WHEREAS, on March 13, 2020, President Trump declared a nationwide emergency under the Stafford Act (42 U.S.C 5121-5207) in response to the ongoing COVID-19 pandemic;

WHEREAS, this is an emerging, rapidly evolving situation of public health concern and the top priority of the Board of Education of the City of Chicago ("Board") is the health and safety of CPS students and staff and their families and community;

WHEREAS, the Board is following and will continue to follow the guidance of local, state, and federal health officials, including the U.S. Centers for Disease Control and Prevention ("CDC"), the Illinois Department of Public Health ("IDPH") and the Chicago Department of Public Health ("CDPH") to protect the health of the community, respond to the outbreak and minimize transmission;

WHEREAS, the Board believes it is in the best interest of the City of Chicago and CPS families and students to be able to respond quickly to obtain necessary products, supplies, services and staff to follow the guidance of the CDC, IDPH, and CDPH and take preventive action to mitigate the spread of COVID-19; and

WHEREAS, the Board wishes to empower the leadership of CPS to act quickly and effectively to obtain the necessary products, supplies, services, and staff, expend funds and take all necessary measures and actions to respond to the COVID-19 outbreak;

NOW, THEREFORE, the Board hereby directs as follows:

1. The leadership of CPS shall collaborate with the IDPH and CDPH to review, update and implement emergency operations plans and plans for re-opening schools in accordance with City of Chicago and CDPH guidance ("reopening plans"), including those for performing environmental cleaning, creating communications plans for the CPS community and providing critical support services, such as continuity of education (for example, web-based instruction and email) and student services (such as, meal and social services).
2. The emergency operations plans and reopening plans shall include ensuring the availability of hygiene and environmental supplies and services, and such other products, supplies, services and staff to plan for and respond to the COVID-19 health emergency as deemed necessary or appropriate by the leadership of CPS.

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3. The Board hereby authorizes and delegates authority to the Chief Executive Officer, General Counsel, Chief Education Officer, Chief Operating Officer, Chief Financial Officer, Chief Health Officer and Chief Procurement Officer to:
 - a. Develop and implement emergency operations plans in accordance with this Resolution;
 - b. Authorize and execute contracts to obtain all products, supplies, services and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, which contracts shall be approved as to legal form by the General Counsel;
 - c. Authorize and execute amendments and/or extensions to existing contracts to procure all products, supplies, services, and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, which amendments and/or extensions shall be approved as to legal form by the General Counsel;
 - d. Issue and approve purchase orders exceeding \$75,000 in amounts determined by the Chief Procurement Officer, to secure all products, services, supplies, and staff necessary or appropriate to plan for and respond to the COVID-19 health emergency, subject to approval by the Chief Operating Officer;
 - e. Authorize short-term extensions or renewals on any expiring contract;
 - f. Approve and execute expenditures that do not exceed an aggregate cost of \$75,000,000;
 - g. Take all actions necessary to implement the Memorandum of Understanding between the Chicago Office of Emergency Management and Communications and the Board of Education authorized in Board Report 06-0726-OP1 and renewed annually.
4. The Chief Executive Officer shall file a report with the Board beginning July 15th and monthly thereafter that will enumerate the expenditures to date and, all actions taken pursuant to this Resolution, including all contracts, amendments, purchase orders, policy or rule waivers/suspensions/modifications authorized pursuant to the authority delegated herein.
5. The Board ratifies, adopts and assumes all lawful acts taken by the above-referenced officers in response to the COVID-19 health emergency between March 5, 2020, and the Board's adoption of this Resolution.
6. This Resolution shall be effective from March 5, 2020, to and including ~~December 31, 2020~~ March 31, 2021, or until otherwise amended, modified or rescinded by the Board.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

SERVICES AGREEMENT

(DANIELS SHARPSMART, INC. dba DANIELS HEALTH)

This Services Agreement (this "**Agreement**") is effective as of February 1, 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, Illinois 60602 (the "**Board**" or "**CPS**") and DANIELS SHARPSMART, INC. dba DANIELS HEALTH with its principal place of business located at 111 W Jackson Boulevard Suite 1900 Chicago Illinois 60604 ("**Vendor**" or "**Daniels**"). The Board and Vendor shall be referred to each as a "**Party**" and collectively the "**Parties**."

RECITALS

- A. The Board desires that Vendor provide certain medical waste disposal services; and
- B. Vendor operates medical waste (including sharps) collection and disposal services which are duly licensed and are certified under all applicable federal, state, and local statutes and regulations ; and
- C. Vendor has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services to the Board; and
- D. 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 February 1, 2021 and continue through June 30, 2021, with the Board's option to extend through December 31, 2021 (the "**Term**"), unless terminated sooner as provided in this Agreement.
2. **Scope of Services.** Vendor agrees to provide the Services as described in this Agreement, including the Scope of Services that is attached 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. The Board retains final authority with respect to all decisions related to the Services. 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.

2.1 Additional Restrictions and Requirements: Remote Services, Tier Designation, In-Person Services:

- a. Vendor shall only provide remote Services as set forth in the Scope of Services; in compliance with the CPS Acceptable Use Policy, Vendor Policy found at <https://cps.edu/AcceptableUsePolicy/Pages/vendorPolicy.aspx>, as may be amended ("**Vendor AUP**"); and in compliance with Vendor's tier designation assigned by the CPS Department of Procurement. Vendor represents and warrants that:
- b. Vendor has submitted the CPS Vendor Tier Attestation Form executed by an authorized signatory of Vendor.

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- c. Vendor will comply with all Vendor AUP requirements and restrictions.
- d. Vendor has been notified by email that it has received a tier designation from the CPS Procurement Department and that Vendor and each of its employees, agents, volunteers or subcontractors who provide Services shall not have any contact or engagement outside of Vendor's assigned tier designation.
- e. Vendor's account manager and all staff, subcontractors and volunteers have completed the "Vendor Tier Training for Remote Learning Period" ("**Training**") which outlines the types of permitted contact that vendors may have with CPS staff, CPS families, and CPS students based on Vendor's tier status assigned by the CPS Procurement Department.
- f. Vendor shall only provide in-person Services at any time during the Term or any Renewal Term, including during full or partial/hybrid closure of CPS schools due to COVID-19:
 - i. As set forth in the Scope of Services.
 - ii. In compliance with all policies, guidelines, requirements and protocol regarding health, safety and COVID-19 of the Chicago Department of Public Health ("**CDPH**").
 - iii. In compliance with all CPS policies, guidelines, requirements and protocol regarding health, safety and COVID-19, as may be amended, including but not limited to all standards and expectations for on-site programming at schools during remote learning.

2.2 **Designation of Sites.** Vendor shall only provide Services at CPS sites agreed upon by the parties as designated services sites ("**Designated Sites**"). The Designated Sites shall be identified in the Designated Sites List, attached and incorporated into this Agreement as Exhibit D. Sites may be added or removed from the Designated Sites List by written agreement of the Parties, signed by the Parties' authorized representatives. The Board's Chief Health Officer shall serve as the Board's authorized representative to approve changes to the Designated Sites List.

3. **Compensation.** Vendor shall be paid in accordance with the fees and costs set forth in the Budget, attached and incorporated into this Agreement as Exhibit B. The maximum compensation payable to Vendor during the Term of this Agreement shall not exceed Forty Thousand and zero Dollars (\$40,000.00) ("**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.

4. **Purchase Orders; Billing and Payment Procedures; Electronic Payments:**

a. **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.

b. **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

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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.

- C. **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.
5. **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 the Agreement, the Board shall notify Vendor and the 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 the Agreement are exhausted. Payments 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 the Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under the Agreement.
6. **Personnel.** Vendor must assign and maintain during the term of this Agreement an adequate staff of competent personnel that is fully assigned, licensed as appropriate, available as needed, qualified and assigned to perform the Services. For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor and subject to the same requirements hereunder as Vendor's paid employees and subcontractors. If the Board determines, in its sole discretion, that any employee, subcontractor or other person providing Services hereunder is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall have the right to direct Vendor to remove such personnel from the Board's account and provide replacement(s) in a timely manner. In the event that the Board has concerns that an individual poses a risk to the safety or welfare of the Board's students or staff, Vendor agrees that

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such personnel shall be removed from the Board's account immediately and shall have no further contact with the Board's employees, agents, and students. Vendor further agrees to bear any costs associated with the removal of such person.

7. **Standards of Performance.** Vendor shall devote, and shall cause all of its employees, agents 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 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 subcontractors or others on its behalf.

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**"). Such Confidential Information may include but is not limited to: student data, employee data, technical data or specifications, software, ideas, budget figures, operational details, security details, unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to 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 **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, 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 FERPA, the Student Online Personal Protection Act "SOPPA", and ISSRA as described in the Compliance with Laws Section.

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- 8.3 **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.
- 8.4 **Vendor HIPAA and HITECH ACT.** To the extent applicable to this Agreement, 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. However, Vendor is not a Business Associate under HIPAA regulations and guidelines and is not subject to any legal requirements applicable to Business Associates.
- 8.5 **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. This Section Intentionally Left Blank as Vendor's systems do not receive or administer PHI.
 - 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

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supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

h. This Section Intentionally Blank.

i. 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.

8.6 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.

8.7 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 authorized representatives of the Board. 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.

8.8 This Section Intentionally Left Blank As Vendor's systems do not receive or administer Confidential Information.

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 This Section Intentionally Left Blank as Vendor's systems do not receive or administer Confidential Information.

8.11 Volunteers, Employees, Agents and Subcontractors. Vendor agrees to cause its volunteers, employees, agents 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,

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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-PO2), as may be amended.

10. Intellectual Property:

- a. 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.
- b. 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, workflow, 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.
- c. 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.
- d. Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

11. 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:

- 11.1 **Licensed Professionals.** Vendor is appropriately licensed under federal and Illinois law (as applicable) to perform Services required under this Agreement and shall perform no

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

- 11.2 **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, Illinois EPA, 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 comply with any state and federal governmental regulations, requirements, and guidelines, policies, and rules in effect now or later, and as amended from time to time related to COVID-19, including without limitation all reporting requirements and recommendations or requirements regarding face coverings and social distancing.
- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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 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.
- 11.7 **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.
- 11.8 **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.
- 11.9 **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.

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- 11.10 **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.
- 11.11 **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.
- 11.12 **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.
- 11.13 **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.
- 11.14 **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.
- 11.15 **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.
12. **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

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Staff has successfully completed the Background Check in accordance with the following requirements:

- 12.1 **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.
- 12.2 **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.

- 12.3 **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.
- 12.4 **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;

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- 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.

12.5 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 Vendor 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.

13. **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, and subcontractors shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

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14. **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 negligent or intentional acts or omissions of Vendor, its officials, agents and 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, 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.

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

15.1 **Early Termination.** The Board may terminate this Agreement in whole or in part, without cause at any time upon at least thirty (30) days' notice in writing from the Board to Vendor in accordance with the notice provisions herein.

No costs incurred after the effective date of the termination are allowed.

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

15.2 Suspension of Services. The Board may request that Vendor suspend Services in whole or part upon at least thirty (30) days' notice or such lesser reasonable notice as is possible if such suspension is COVID related or triggered by governmental mandate, emergency order, or similar action. 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.

15.3 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; Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- b. Breach of any term, representation or warranty made by Vendor in the Agreement;
- c. Default by Vendor under any other agreement Vendor may have with the Board;
- d. 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
- e. 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:
- f. Failure to perform in accordance with terms, conditions, and specifications of this Agreement;
- g. Failure to supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
- h. 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;
- i. 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;
- j. 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;
- k. Discontinuance of the supply of the Services for reasons within Vendor's reasonable control; or
- l. 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.

15.4 Remedies. The Board in its sole discretion may declare Vendor in default if Vendor commits an Event of Default. The Chief Procurement Officer shall give the Vendor an opportunity to cure the default within 30 days (the "**Cure Period**"), unless the Event of Default involves immediate harm or imminent danger to any CPS personnel, students, or

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guests. 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 because the Event of Default involves immediate harm or imminent danger to any CPS personnel, student, or guests, 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 30 days, 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 final and effective termination of the Agreement, in whole or in part as specified by the Board, upon Vendor’s receipt of such notice or on the date set forth in the notice, whichever is later. When a Default Notice is given, Vendor must discontinue all Services unless otherwise specifically directed in the notice.

Upon issuance of a Default Notice, 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;
- 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 following an Event of Default. 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

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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.

15.5 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 within five (5) days 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.

16. **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.

17. **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:

DANIELS SHARPSMART, INC. dba DANIELS HEALTH
111 W Jackson Boulevard Suite 1900
Chicago, Illinois 60604
Attn: Sam Lyon

To the Board:

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

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With a copy to:

Board of Education of City of Chicago
One North Dearborn Street
Ninth Floor
Chicago, Illinois 60602
Attn: General Counsel

Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by 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. Board shall give notice in accordance with this Section no later than May 31, 2021 if it elects to extend the Term through December 31, 2021.

18. **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.
19. **INSURANCE.** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Vendor or by its contractors or subcontractors (all collectively "**Insurable Operations**"). 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 (i.e., a certificate reflecting the coverage "COI") prior to the Effective Date of this Lease and/or commencement of work by any contractors or subcontractors. Policy renewal dates should be noted and new certificates must be obtained with the requirements set forth in this Lease throughout the Term. After receiving each COI, Board reserves the right to review any policy for which a certificate of insurance was provided. if Board has additional questions. Minimum insurance requirements are:

A. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide services in the Premises with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage liability. Coverage shall include the following: all Premises and operations, and products/completed operations (for a minimum of two (2) years following completion).

C. **Automobile Liability Insurance.** Automobile Liability Insurance is required when any motor vehicle (whether owned, non-owned or hired) is used in connection with this Lease, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance to provide additional limits for underlying employers' liability, Commercial General Liability, and

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Automobile Liability coverages, with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00)

E. **PollutionOccurrences:** When Vendor performs any pollution occurrence Services in connection with the Agreement, pollution occurrence Insurance covering activities in conjunction with the pollution services must be maintained with limits of not less than One Million Dollars (\$1,000,000.00) each claim. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Pollution Occurrence Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of pollution occurrence services.

F. **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 West Madison Street
Chicago, Illinois 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 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.

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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.
211 West Wacker Drive, Suite 220
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>

20. **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 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.
21. **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.
22. **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.

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23. **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" ("Remedial Plan"), 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.

24. **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.

25. **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 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.

26. **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

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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.

27. **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

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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.

28. **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.
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 uninterrupted 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 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. 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. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Waiver.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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36. **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.
37. **Survival/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.
38. **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.
39. **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

DANIELS SHARPSMART, INC. dba DANIELS HEALTH

DocuSigned by:
Jonathan Maples
By: Jonathan Maples
Name: Jonathan Maples
Title: Chief Procurement Officer
February 3, 2021
Date: _____

DocuSigned by:
Mha Ghose
By: Matthew Miller
Name: Matthew Miller
Title: Non-Acute Sales Manager
Date: February 2, 2021

Board Report: **20-1216-RS1**

Approved as to Legal Form: 

DocuSigned by:
Joseph T. Moriarty

Joseph T. Moriarty
General Counsel

-
- Attachments:**
Exhibit A: Scope of Services
Exhibit B: Budget
Exhibit C: Vendor's HIPAA Obligations
Exhibit D: Designated Sites List

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**EXHIBIT A
SCOPE OF SERVICES**

Name of Project: Medical Waste Disposal Services

Board's Project Manager: Sandrine Schultz

Email: sschultz2@cps.edu

Vendor's Project Manager: Sam Lyon

Email: SLyon@danielshealth.com

Period of Performance: Start Date: February 1, 2021 **End Date:** June 30, 2021 with option to extend to December 31, 2021

This Scope of Services shall be conducted pursuant to the terms and conditions of the Services Agreement ("**Agreement**") with the effective date of February 1, 2021 by and between Daniels Health ("**Vendor**" or "**Daniels**") 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. If there is a conflict between the terms of this Scope of Services and the terms in the body of the Agreement, the terms in the body of the Agreement shall govern.

1. DESCRIPTION OF GOODS AND SERVICES:

- (a) Vendor shall provide regulated medical waste such as biomedical waste, infectious medical waste, medical waste, blood borne pathogens and sharps collection and disposal. Responsibilities include, but are not limited, to guidance with handling, storage, treatment, labor, supervision, transportation and training for the complete removal, decontamination and disposal of medical waste in accordance with federal, State, and local laws.
- (b) Vendor shall provide guidance to proper placement of sharps containers.
- (c) Vendor shall pick up Medical Waste once a week from the four (4) Regional Distribution Centers (RDC) listed below:
 - Gwendolyn Brooks College Preparatory Academy aka Brooks High School (250 E 111th Street Chicago IL 60628)
 - Richard T. Crane Medical Preparatory High School aka Crane High School (2245 W Jackson Boulevard Chicago IL 60612)
 - Thomas Kelly College Preparatory School aka Kelly High School (4136 S California Avenue Chicago IL 60632)
 - William Howard Taft High School aka Taft High School (6530 W Bryn Mawr Avenue Chicago IL 60631)
- (d) Vendor shall pick up sharps once a week from the four (4) vaccination sites. Time of pick up between 10am - 2pm. RDCs are as follows:
 - Roberto Clemente Community Academy aka Clemente High School (1147 N Western Avenue, Chicago, IL 60622)
 - Michele Clark Academic Prep Magnet High School aka Michelle Clark High School (5101 W Harrison St, Chicago, IL 60644)

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- Theodore Roosevelt High School aka Roosevelt High School (3436 W Wilson Ave, Chicago, IL 60625)
 - Chicago Vocational High School aka Chicago Vocational Career Academy (2100 E 87th St, Chicago, IL 60617)
- (e) Any change in work hours as set forth in Section 1(c) herein shall be pre-approved between the Board and Vendor. Regardless of change, Vendor shall perform collection and disposal Service only between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday unless the Board expressly consents in advance to other arrangements.
- (f) Vendor shall be prepared to meet with the Board Representative to discuss the specifications of the Services requested by the Board.
- (g) Vendor shall dispose of waste in a manner meeting all applicable federal, State and local laws, rules, and regulations regarding receipt, storage, transport, and disposal.
- (h) Vendor shall provide all materials used in storage, packaging, transport, and disposal, including boxes, bags, tape, labels, and manifest materials. Packaging materials and storage and disposal containers must be of sufficient structural integrity to prevent leaks and must be labeled and or marked in accordance with federal, State and local laws, rules and regulations.
- (i) Vendor shall deliver waste materials and sharps to a permitted treatment facility listed to store, treat or dispose of the medical waste.
- (j) Vendor shall maintain all applicable licenses, permits, and certifications during the term of the Contract. Vendor shall immediately give written notice to the Board in the event any of Vendor's licenses or certifications or both are revoked or expire.
- (k) There shall be no minimum medical waste pick up or disposal requirements during the term of the Contract.
- (l) Vendor shall maintain its licensure, certifications and permits throughout the term of the Contract from the below regulatory and accrediting authorities:
- Occupational Safety and Health Administration
 - U.S. Department of Transportation
 - The Centers for Disease Control
 - Environmental Protection Agency
 - State and Local Environmental and Health Department permits
- (m) Vendor shall maintain their US DOT status to meet minimum requirements for any trucks or vehicles with a gross vehicle weight rating of 18,000 lbs. or more throughout the term of the Contract.
- (n) This Contract permits the Board to make purchases of ancillary products, such as sharps containers and reusable containers, from the Vendor at the price listed in the Vendor's current electronic catalog or price list.
- (o) If there are any changes of Vendor trucks or vehicles during the term of the Contract, Vendor shall provide written notice to the Board project manager within (1) week before the new trucks or vehicles are operated under the Contract. Vendor staff shall maintain applicable driver's licenses to conduct this work.
- (p) Vendor shall maintain applicable insurance per Board requirements at all times during the

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term of this contract.

- (q) If Vendor's main disposal and transfer facility location(s) change during the term of the Contract, Vendor shall provide written notice to the Board project manager within one (1) week before the new facility is added to the Contract.
- (r) Vendor staff shall consist of qualified persons completely familiar with the products and equipment they shall use.
- (s) Vendor staff shall not represent themselves as employees or agents of the Board.
- (t) Vendor's employees shall wear uniforms furnished by Contactor at all times. Said uniforms must be neat and clean in appearance with identification that is visible at all times while at the Board.
- (u) Vendor personnel shall be allowed only in areas where Services are being performed.

2. Set Pick-Up Schedules, Lost, Stolen and Damaged Containers:

- (a) All pick-up or collections shall be pre-arranged and set-up on a pre-scheduled basis (weekly, monthly or other) between the Board and Vendor.
- (b) If a scheduled pick-up is not required or needed by the Board on the regularly scheduled time, the Vendor shall be contacted minimally twenty-four (24) hours in advance to cancel the regularly pre-scheduled pick-up.
- (c) Regularly pre-scheduled pick up:
 - Medical Waste Pick Up - medical waste shall be picked up from the four Regional Distribution Centers (RDC). The Board will confirm locations when calling the vendor to request pickups.
 - Sharps - Per state waste regulations, sharps are to be picked up when the system is full. The Board will contact the vendor to schedule pickups and confirmation of the locations.
- (d) **Transportation Containers:**
- (e) Vendor shall offer reusable or single use containers (Vendor owned) during the term of the Contract.
- (f) Reusable containers must be emptied, cleaned, sanitized and decontaminated prior to delivery by the Vendor to the Board.
- (g) Vendor boxes or containers must include a red bag liner and be puncture and tear resistant. The red bag liner must be two (2) mils or thicker and be labeled in accordance with applicable regulations.
- (h) Vendor's containers must have a self-closing lid (except for the 28 gallon tubs, which have a standard lid) and be packed and sealed by the Board personnel.

3. Collection, Transportation, Disposal documentation, Billing and Manifesting:

- (a) Vendor transportation and disposal of medical waste shall include preparation of

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collection, transportation, and disposal documents (manifests, labels), transport tracking and confirmation of collection, transport and disposal and/or destruction per all applicable rules and regulations related to the disposal of medical waste.

- (b) Vendor shall provide required manifests or tracking forms required by law to Board before payment shall be made to Vendor.
- (c) Vendor shall prepare manifests for the Board by pick-up location and provide signed copies of manifests to serve as tracking documents. Manifests must include, at a minimum: location name, address, date, type of medical waste, and weight in pounds of the waste picked up.

4. Training and Seminars:

- (a) Vendor shall provide training to Board, at Vendor's cost, as requested at the start of the Contract period and throughout the term of the Contract. Training, which can be conducted virtually/remotely at Vendor's sole discretion, shall include but not be limited to proper methods of handling, segregating and containing, packaging, labeling and storing of infectious waste and disposal of sharps.

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EXHIBIT B**BUDGET**

Vendor shall be paid in accordance with the fees and costs set forth in the Service Budget. The maximum compensation payable to Vendor during the Term of this Agreement shall not exceed Forty Thousand and Zero Dollars (\$40,000.00) ("Base **Maximum Compensation Amount**") for the initial term, and the parties shall execute an Amendment for an additional Forty-Three Thousand and Zero Dollars (\$43,000) for the extension term if the Board exercises its extension option.

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. In the event the Board requires any service that requires greater frequency or greater container quantity than provided below, then Vendor will only provide such service on condition of a mutually-executed amendment or change order that increases the Maximum Compensation Amount. No service provided in excess of the parameters provided in the chart below will constitute a waiver of this requirement.

Vendor will bill monthly as provided in Section 4(b) of the Agreement, and Board shall process payments in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, Vendor shall perform services and invoice the Board according to the following rate chart:

Regulation Distribution Centers (RDCs)					
Gwendolyn Brooks College Preparatory Academy HS					
250 East 111th Street, Chicago, IL 60628					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$22.11	Once per week	Bio
Richard T Crane Medical Preparatory HS					
2245 W Jackson Blvd, Chicago, IL 60612					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$22.11	Once per week	Bio
Thomas Kelly College Preparatory					
4136 S California Ave, Chicago, IL 60632					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type

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3	28gal Tub	\$57.82	\$22.11	Once per week	Bio
William Howard Taft High School					
6530 West Bryn Mawr Avenue, Chicago, IL 60631					
Quantity (per Pickup)	Description	Stop Fee	Container Rate	Frequency	Waste Type
3	28gal Tub	\$57.82	\$22.11	Once per week	Bio
Vaccination Locations					
Roberto Clemente Community Academy High School					
1147 North Western Avenue, Chicago, IL 60622					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$22.11	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$40.00	Once per week	Sharps
Michele Clark Academic Prep Magnet High School					
5101 West Harrison Street, Chicago, IL 60644					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$22.11	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$40.00	Once per week	Sharps
Theodore Roosevelt High School					
3436 West Wilson Avenue, Chicago, IL 60625					

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Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$22.11	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$40.00	Once per week	Sharps
Chicago Vocational High School					
2100 East 87th Street, Chicago, IL 60617					
Quantity (per Pickup)	Description	Stop Fee	Additional Container Rate	Frequency	Waste Type
5	28gal Tub	\$57.82	\$22.11	Once per week	Bio
3	S32 Sharpsmart Reusable sharps container (8.5gal)		\$40.00	Once per week	Sharps

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EXHIBIT C

VENDOR'S HIPAA OBLIGATIONS

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EXHIBIT D
Sites

The Sites where the respective Services described in Exhibit A Scope of Services shall take place are defined as follows:

Regional Distribution Centers (RDC):

- Gwendolyn Brooks College Preparatory Academy aka Brooks High School (250 E 111th Street Chicago IL 60628)
- Richard T. Crane Medical Preparatory High School aka Crane High School (2245 W Jackson Boulevard Chicago IL 60612)
- Thomas Kelly College Preparatory School aka Kelly High School (4136 S California Avenue Chicago IL 60632)
- William Howard Taft High School aka Taft High School (6530 W Bryn Mawr Avenue Chicago IL 60631)

Vaccination Sites:

- Roberto Clemente Community Academy aka Clemente High School (1147 N Western Avenue, Chicago, IL 60622)
- Michele Clark Academic Prep Magnet High School aka Michelle Clark High School (5101 W Harrison St, Chicago, IL 60644)
- Theodore Roosevelt High School aka Roosevelt High School (3436 W Wilson Ave, Chicago, IL 60625)
- Chicago Vocational High School aka Chicago Vocational Career Academy (2100 E 87th St, Chicago, IL 60617)