

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**AMENDMENT TO SERVICES AGREEMENT  
(BLUEMARK, LLC)**

This Amendment to Services Agreement (“**Amendment**”) is entered into as of April 1, 2021 (“**Effective Date**”), by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”) and Bluemark, LLC (“**Bluemark**” or “**Vendor**”) located at 40 Sunset Ridge Road, New Paltz, New York, 12561 each a party, collectively the “**Parties**”.

**RECITALS**

- A. The Board and Vendor entered into that certain Services Agreement dated April 1, 2020 (“**Original Agreement**”) for a term commencing on April 1, 2020 and continuing through March 31, 2021 (authorized by 19-0514-CPOR-7232). The Original Agreement provided for two (2) options to renew the Original Agreement for periods of one (1) year each; and
- B. The Board and Vendor entered into that certain Renewal of Services Agreement dated April 1, 2021 for a term commencing on April 1, 2021 and continuing through March 31, 2022 (authorized by 21-0514-CPOR-7682) (“**Renewal Agreement**”). The Original Agreement and the Renewal Agreement shall be referred to herein as the “**Existing Agreement**”; and
- C. In response to the COVID-19 pandemic, the Board requires its primary student information system, Aspen, to be integrated with Vendor’s software. The Parties desire to amend the Existing Agreement as hereinafter set forth to amend the Scope of Services to address the aforementioned integration and to increase the maximum compensation amount of the Existing Agreement. The Existing Agreement and this Amendment shall be referred to collectively hereinafter as the (“**Agreement**”).

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into and made a part of the Amendment by this reference, the parties agree as follows:

- 1. **Definitions:** Any and all capitalized terms shall have the definition as set forth in the Existing Agreement, unless otherwise defined herein.
- 2. **Term:** This Amendment shall become effective on April 1, 2021 and shall continue through March 31, 2022 (“**Amendment Period**”).
- 3. **Services:** During the Amendment Period, Vendor shall provide the additional services set forth in the Supplemental Scope of Services (the “**Supplemental Services**”) attached hereto and incorporated herein as Exhibit A-1, in addition to the Services described in the Scope of Services attached to the Existing Agreement as Exhibit A.
- 4. **Compensation:** During the Amendment Period, the total compensation for the Supplemental Services shall not exceed One Hundred Eight Thousand Seven Hundred Dollars (\$108,700.00) (“**Maximum Compensation Amount**”). Vendor shall be compensated for the Supplemental Services in accordance with the terms in the Supplemental Schedule of Compensation, attached and incorporated herein as Exhibit B-1.

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 Supplemental Services performed during the Amendment Period, 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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

pay the fees incurred up to the effective date of termination and Vendor shall promptly refund to the Board any payments received from Supplemental Services and deliverables not provided.

5. **Freedom of Information Act:** Vendor acknowledges that this Amendment 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 Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.
6. **Agreement:** Except as expressly provided in this Amendment, all terms and conditions of the Agreement are and shall remain in full force and effect.
7. **Counterparts and Electronic Signature:** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Effective Date set forth above.

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

DocuSigned by:  
*Jonathan Maples*  
By: \_\_\_\_\_  
Jonathan Maples  
Chief Procurement Officer

May 25, 2021  
Date: \_\_\_\_\_

**BLUEMARK, LLC**

DocuSigned by:  
*Bryan Exner*  
By: \_\_\_\_\_  
Bryan Exner  
Name: \_\_\_\_\_

Bryan J Exner  
Title: \_\_\_\_\_  
May 25, 2021  
Date: \_\_\_\_\_

**Authority:** 21-0428-RS2

**Approved as to Legal Form:** <sup>DS</sup> *CD* <sup>DS</sup> *JG* <sup>DS</sup> *JB*  
DocuSigned by:  
*Joseph T. Moriarty*  
By: \_\_\_\_\_  
Joseph T. Moriarty  
General Counsel

**Attachments**

- Exhibit A-1: Supplemental Scope of Services
- Exhibit B-1: Amended Schedule of Compensation
- Exhibit J: Information, Integration, and Data Management Standards

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**Exhibit A-1  
Supplemental Scope of Services**

**Name of Project:** Poverty Grant Program Enrollment and Case Management

**CPS Project Manager:** Sergio Obregon      **E-Mail:** [sobregeon@cps.edu](mailto:sobregeon@cps.edu)

**Vendor's Project Manager:** Stephen Mullin      **E-Mail:** [stephenm@bluemark.net](mailto:stephenm@bluemark.net)

**Amendment Period:** April 1, 2021- March 31, 2022

---

This Supplemental Scope of Services will be conducted pursuant to the terms and conditions of that Agreement by and between Bluemark, LLC ("**Vendor**"), and the Board of Education of the City of Chicago (the "**Board**"), commonly known as the Chicago Public Schools ("**CPS**"). Defined terms used in this Supplemental Scope of Services will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Supplemental Scope of Services and the Agreement, the Agreement shall govern and control.

**1. Supplemental Services**

During the Amendment Period, in addition to the Services described in the Scope of Services attached to the Existing Agreement as Exhibit A, Vendor shall provide the Supplemental Services listed below. The Supplemental Services include 1) data management integration, 2) MAPS-clear self-service portal and 3) Coordinator Dashboard Enhancements.

**A. CPS Master Data Management Integration and COVID-19 Response**

Aspen is Chicago Public Schools' primary Student Information System. Aspen owns the 'source of truth' for certain data elements that are needed by users of the MAPS system, such as a student's school and Individualized Education Plan ("**IEP**") status. MAPS will engage in a bidirectional interface to exchange key data elements. These data elements are needed by various user groups in CPS, including: Nutrition Support Services (for USDA meals reimbursement), Budget (for school budget allocation), Children and Family Benefits Unit ("**CFBU**") (for public benefits case management and outreach), Transportation, and school-level service providers and leaders to directly assist students.

MAPS will optimize existing household mapping through the aforementioned exchange of data elements, such as parent email address. Since household composition information may be needed by other Office of Student Health and Wellness ("**OSHW**") teams for purposes of COVID-19 contact tracing, universal IDs will be created and data will be sent to the following CPS vendors to validate their information: Aspen, ServiceNow, Data Warehouse and Online Data Acquisition (ODA.)

The data files will be sent on a nightly basis, to ensure the most accurate information is available in all systems. The means of data sharing will be SSH file transfer protocol (SFTP) text file interfaces between aforementioned systems or JavaScript Object Notation (JSON) where appropriate. Vendor shall operate its Software in accordance with the data management standards described in Exhibit J, Information, Integration, and Data Management Standards

Outbound Interfaces from MAPS

1. **MAPS to Aspen**
  - Demographic & Medical Home*
    - a. Parent Email Address

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- b. Parent Address
  - c. "Doctor" (PCP entered by users in MAPS)
- \*The inbound information from MAPS will go to the CPS Extract, Transfer, Load (ETL) process to validate and transform data before sending to Aspen.

2. **MAPS to ServiceNow**

*Service Now Ticket Requirements*

- a. Contact Type
    - i. Should default to "Healthy CPS Hotline" in Service Now
  - b. First Name
  - c. Last Name
  - d. COVID 19 related
    - i. Yes/No
  - e. Department
    - i. MAPS Dropdown should match Service Now list
  - f. School
  - g. Email
  - h. Phone
  - i. Language
  - j. Notes
3. **MAPS to Data Warehouse:** Medicaid RIN, Final Results table

*Medicaid Case Info*

- a. Medicaid RIN
- b. Student ID
- c. Medicaid Case Number

4. **MAPS to Online Data Acquisition (ODA)**

*Medicaid eligibility information*

- a. Family Income Information

Enhancements to Inbound SFTP Text File Interface to MAPS

a. **Aspen to MAPS**

*Student attributes & Medical Home*

- b. "Doctor" (PCP)
- c. possibly via MCOs
- d. Parent Address
- e. Parent email address

**B. MAPS-Clear Self-Service Portal**

On MAPS, Vendor will develop and implement an external-facing self-service option for the Chicago Public Schools Community, including non-school age children, school age children, parents/guardians, and family members in the household (e.g. grandparents.) This portal technology is defined as the MAPS-Clear Self-Service Portal (the "**Portal**"). The Portal will provide a higher rate of participation in public benefits programs (Medicaid, SNAP, TANF). The Portal will include outreach and engagement tools, assistance program assessments, collection of relevant student information, online completion of required forms, uploading of documents, and capturing electronic signatures. Activity from external Portal users will be recorded in the MAPS system, matched to existing case data, accessible by coordinators, and reportable.

Listed below are the expected deliverables from the Portal:

- 1. CPS Branded web interface:
  - a. Optimization for smartphone and tablet access

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

2. Integrated scheduling tool:
  - a. This tool will allow users of the Portal to select appointments for case management and application assistance that have been made available by enrollment coordinators through the MAPS tool with CPS Google Calendar Integration. The process of appointment selection will include an opt-in to receiving communications from the MAPS system via text or email. Texting capacity will consist of 1,000 outbound texts monthly. Upon creation of an appointment, users will receive an automated notification listing details of their appointment with a CFBU representative.
  - b. This tool will also contain welcome information page explaining services provided and documents needed for the appointment
  - c. The tool will also provide a landing for appointment scheduler that reflects calendar and CFBU coordinator availability
  - d. After customers make appointment selections, the tool will have a landing page for customers to enter demographic information
  - e. After submission of information in the tool, there will be a confirmation page with the below information
    - i. Emailed confirmation
    - ii. iCal references in email
3. Ability to complete the below required student health form:
  - a. Family Income Information Form
4. The Portal will be hosted by a CPS.edu domain to increase legitimacy of communications to end users.
  - a. Migrate DNS mapping and SSL certificate for cps.mapsng.com to XXX.cps.edu
  - b. Messages will be sent out of MAPS-Clear from an @cps.edu email account
5. The Portal will facilitate the implementation of bundles to translate content to Spanish.

### **C. Coordinator Dashboard Enhancements**

1. **School Level Poverty Grant Report Summarization.** A summary by school of various Poverty Grant Report statistics to be displayed when viewing school records under School Outreach. This will give a snapshot of where the school's student population falls when discussion occurs with the school's Medicaid Designee. These statistics would be compiled monthly with each new Poverty Grant Report file provided and made available inside the School Outreach Site Browser.
2. **Poverty Grant Report Manager.** Similar to the IEP manager, this new functionality will allow for access to Poverty Grant data at the School Outreach level. This will provide the ability to drill down in the PGR data to identify groups of students for review and potential loading as CFBU Encounters for student/family outreach.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**Exhibit B-1**  
**Supplemental Compensation Schedule**

Offering Description	Start-Up Fee	Recurring Monthly Fee
<p><b>A) Aspen Integration and COVID-19 Response</b></p> <ul style="list-style-type: none"> <li>• MAPS to send relevant student account data to the Aspen System, ServiceNow, Data Warehouse and ODA. MAPS to import data from the Aspen System. Data elements defined in Exhibit A2.</li> <li>• COVID-19 Contact Tracing including household structure and mapping.</li> <li>• Appointment Scheduling Enhancements.</li> </ul> <p><b>B) MAPS-Clear Self-Service Portal</b></p> <ul style="list-style-type: none"> <li>• Functionality defined in Exhibit A-1.</li> <li>• CPS Branded web interface optimized for smartphone and tablet access.</li> <li>• Standard set of functionality includes: outreach and engagement tools, assistance program assessments, collection of relevant student information, online completion of required forms, uploading of documents, and capturing electronic signatures.</li> <li>• Integrated scheduling tool.</li> <li>• Ability to complete the required Family Income Information Form (FIIF).</li> <li>• Other available forms defined in Amended Scope of Services</li> <li>• All activity to be tracked within the MAPS Platform.</li> </ul> <p><b>C) Coordinator Dashboard Enhancements</b></p> <ul style="list-style-type: none"> <li>• School Level Poverty Grant Summarization</li> <li>• Poverty Grant Report Manager</li> </ul> <p><b>Also Included at No Additional Fee</b></p> <ul style="list-style-type: none"> <li>• Five (5) Additional User Licenses</li> </ul>	\$ 79,000	\$ 1,800
<p><b>Additional User Licenses</b></p> <ul style="list-style-type: none"> <li>• Six Packs, of Five (5) Additional User Licenses</li> </ul>		\$ 1500
<b>Total Fees Due During the Amendment Period:</b>	<b>\$ 79,000</b>	<b>Monthly Fee for Supplemental Services will</b>
	<b>One Time Fee to be in accordance</b>	<b>for Supplemental Services will</b>

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

	<b>with payment terms below</b>	<b>begin being paid to Vendor in the amount of \$3,300 each month post go- live</b>
--	---	---

**Amendment Period Payment Terms**

During the Amendment period, the Board shall pay Vendor in accordance with the terms listed below.

- 1) Upon execution of the Amendment, Vendor will invoice the Board for Thirty-Three Percent (33%) of the Start-Up Fees for the Supplemental Services in the amount of Thirty Six Thousand Three Hundred Thirty Three Dollars (\$36,333.00).
- 2) Upon the Board user acceptance being complete, Vendor shall invoice the Board for Thirty-Three Percent (33%) of the Start-Up Fees for the Supplemental Services in the amount of Thirty Six Thousand Three Hundred Thirty Three Dollars (\$36,333.00).
- 3) Upon the MAPS-Clear Self-Service Portal going live, Vendor shall invoice the Board for Thirty-Four Percent (34%) of the Start-Up Fees for the Supplemental Services in the amount of Thirty Six Thousand Three Hundred Thirty Four Dollars (\$36,334.00).
- 4) Vendor shall continue to invoice the Board monthly fees on the first day of each month. In addition to the monthly fees paid for Services as described in the Schedule of Compensation which was incorporated into the Original Agreement as Exhibit B, beginning post go-live. Vendor shall invoice the Board an additional Three Thousand Three Hundred Dollars (\$3,300.00) each month for Supplemental Services.



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

## **Exhibit J Information, Integration, and Data Management Standards**

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

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

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

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

### **Audit History**

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

### **Data Integrations**

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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

### **Data Accessibility**

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

### **Portability**

It is critical that CPS be able to retrieve its data and applications from the solution and move it into different CPS environments, or directly to a new Solution at the expiration or termination of any applicable contract with the Vendor. If the Solution uses proprietary software and formats to store customer data or applications, it may end up being very difficult to retrieve applications and data in a usable format; if this condition exists then Vendor shall transform the data for CPS consumption. In addition, CPS may need to retrieve data to respond to a Freedom of Information Act ("FOIA") request or otherwise uphold its legal obligations. Assessment results are only stored at an anonymized, aggregated level.

### **Data Validation**

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

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

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

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

### **Data Management**

- The Vendor will not copy any CPS data to any media, including hard drives, flash drives, or other electronic devices, other than as expressly approved by CPS.
- Vendor shall return or destroy all confidential information received from CPS, or created or received by Vendor on behalf of CPS.
- In the event that Vendor determines that returning or destroying the confidential information is infeasible, Vendor shall notify CPS of the conditions that make return or destruction infeasible, but such plans will be approved by CPS.
- If CPS agrees that return or destruction of confidential information is infeasible; Vendor shall extend the protections for such confidential information and limit further uses and disclosures of such confidential information.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- Return all data that is the property of CPS in an electronic format, via an online secure service, such as SFTP, or a shared storage facility security.
- The Solution should support the latest encryption and SSL in motion and at rest for PII (Personally identifiable information).
- Security practices regarding secure application development must be documented.
- Data exchanges with CPS shall be done in an automated fashion.

### **Data Conversion and Validation**

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

### **Data Protection**

Data shall be protected with the latest backup technologies, and be backed up daily, with retention of no less than 30 days, and for the duration of the agreement. Protection techniques shall exist within the production and DR environments, where information is hosted and protected in the United States for student information.

### **Identity and Access Management**

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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.