

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**PARATRANSIT AND ALTERNATE MODES OF STUDENT  
TRANSPORTATION SERVICES AGREEMENT**  
**(Kaizen Health, Inc.)**

This PARATRANSIT AND ALTERNATE MODES OF STUDENT TRANSPORTATION SERVICES AGREEMENT ("**Agreement**") is entered into as of December 15, 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 with its principal office located at 42 W Madison Street, Chicago, IL 60601 (the "**Board**" or "**CPS**") and Kaizen Health, Inc. (CPS Vendor Number 97519).with offices located at 33 North LaSalle Street, Suite 1200, Chicago, Illinois 60602 ("**Vendor**").

**RECITALS**

- A. The Board was seeking Vendors of Paratransit and Alternative Student Transportation Services, as described herein and in the attached Scope of Services (defined below);
- B. The Board desires that Vendor provide certain paratransit and alternate modes of student transportation services to the Board's Department of Student Transportation Services ("**STS**") for students enrolled in the following CPS programs:
  - Special Education (ambulatory and non-ambulatory) attending CPS facilities within the City of Chicago,
  - Options Schools and Programs,
  - Special Education (ambulatory and non-ambulatory) attending non-CPS facilities in and around the City of Chicago,
  - Students in Temporary Living Situations
  - Students in Selective Enrollment Programs, and
  - Other Programs as may be authorized by the Board's Executive Director of Transportation Chief Administrative Officer.
- C. Vendor has demonstrated expertise in providing such services (whether directly or through its subcontractors), has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services (whether directly or through its subcontractors) and is desirous of providing such services for the Board.
- D. The Board and Vendor now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which the Services will be requested of and furnished by Vendor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term of Contract:** This Agreement is for a term commencing on December 15, 2021, through June 30, 2022 ("**Term**"), unless terminated sooner. The Agreement may be renewed for a period of one year, commencing July 1, 2022 to June 30, 2023 upon mutual written agreement of the parties.
3. **Scope of Services:** Vendor agrees to provide paratransit and alternate modes of student transportation services which shall include vehicles, equipment, materials, labor, and other required services, including through its subcontractors, as set forth on Exhibit A ("**Services**"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services,

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

deliverables, duties, and responsibilities described in Exhibit A of this Agreement and any and all work the parties agree in writing that is 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 Services related decisions. Either party may, from time to time, request changes in the scope of Services during this Term. Any such mutually agreed changes must be documented in writing and signed by an authorized representative of each party hereto. Any material changes, including any increase or decrease in Vendor's fees, shall be subject to Board approval and documented by a written amendment to this Agreement signed by both parties.

4. **Maximum Compensation, Invoicing, and Payment:**

- 4.1. **Maximum Compensation.** During the Term of this Agreement, the compensation to be paid by the Board to Vendor for the Services set out in Exhibit A, and the schedule and method of compensation, are set forth in the "Pricing for Services Exhibit", which is attached hereto and incorporated herein as Exhibit B. The total maximum compensation payable by the Board to Vendor for these Services, inclusive of any reimbursable expenses, may not exceed Five million, two hundred and fifty thousand dollars (\$5,250,000.00), as may be amended from time to time. The Board is not required or obligated to pay, and will not pay, for any provision of Services not in compliance with this Agreement. Compensation shall be based on actual Services performed during the Term and the Board shall not be obligated to pay for any Services not in compliance with the Agreement. In the event of early termination of the Agreement, the Board shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination as provided herein.
- 4.2. **Purchase Orders:** Orders must be on the Board's Standard Purchase Order Form. The pre-printed terms and conditions found on the Board's Purchase Order shall apply to the extent that such terms supplement and are not inconsistent with the terms and conditions contained in the Contract.
- 4.3. **Billing and Payment Procedures:** All invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include 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 monthly in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of the Contract. 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.*] and shall pay invoices within thirty (30) days of receipt. All documentation required to support Vendor invoices are set forth in Exhibit A. The Board reserves the right to request in writing additional information and supporting documentation necessary for the Board to verify the Products and Services provided under the Contract.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- 4.4. **Electronic Payments:** Vendor agrees that, at the Board's sole discretion, the Board may make payment electronically to Vendor for any and all amounts due to Vendor pursuant to the Contract 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, if Vendor fails to provide any additional supporting documentation as may be reasonably required in writing by the Board, payments associated with such 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. **Charter School Participation:** Charter schools which receive funding from the Board shall be eligible to purchase Products and Services pursuant to the terms and conditions of the Contract and, if such charter schools are authorized by their governing bodies to execute such purchases, by issuing their own purchase order(s) to successful Vendors. The Board shall not be responsible for payment of any amounts owed by charter schools. The Board assumes no authority, liability or obligation on behalf of any charter school.
6. **Performance Bond:** The Vendor shall furnish performance security in the form of a bond in an amount sufficient to ensure the fulfillment of the Contract within forty-five business days following the award of the Contract. Upon award of a contract, and annually thereafter during the Term of the Contract (and any renewals thereof, if any), the Vendor shall enter into and file with the Board, a performance bond covering the entire Contract year. The performance bond shall be fifty percent (50%) of the annual revenue for the first year, and 25% of the annual revenue for the subsequent years. The Vendor shall acquire the bond at its own expense with a surety company having a policyholder rating of not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance guide (current edition). If for any reason Vendor provides twenty-five percent (25%) more service than the amount of service upon which Vendor's performance bond was originally computed, Vendor shall furnish the Board with an increase rider to its performance bond for the balance of performance security due hereunder. Vendor will provide the increase rider within fourteen (14) days of request by the Board.

The Board reserves the right to identify and require alternate performance security requirements during the term of this Contract. The Board's CPO will notify Vendor(s) in writing of any such alternate performance security requirement approved by the Board and the terms related thereto. Notwithstanding the foregoing, all performance bid provisions herein are subject to the requirements of the Board, as well as local, state, and federal laws and regulations. Any such bond shall be in an amount sufficient to insure the fulfillment of the Contract of the successful Vendor and Vendor shall acquire the bond at his own expense. In lieu of a performance bond, a successful Vendor may submit a cashier's check, letter of credit, or certified check equal to the requirements of the performance bond. The bid bonds referred to herein and the performance bonds referred to herein must be signed by a responsible surety company licensed to do business in the State of Illinois.

7. **Standards of Performance:** Vendor shall devote, and shall cause all of its employees, agents, and subcontractors to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all Services effectively, efficiently and to the satisfaction of the Chief Procurement Officer ("CPO"). Vendor shall retain and utilize, as required by law or by the Contract, 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

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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 performed by other entities or persons in connection with the Contract are efficiently and cost-effectively delivered. Vendor acknowledges that, in the course of providing Products and Services hereunder, it is entrusted with or has access to valuable and confidential information and 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 Products and Services or other deliverables or payment for any of the Products and Services by the Board does not relieve Vendor of its responsibility for the professional skill, care, and technical accuracy of its Services and deliverables. Vendor shall remain financially and legally responsible to the Board for the professional and technical accuracy of all Products and Services, including any [Products and any other] deliverables furnished, whether by Vendor or its subcontractors or others on its behalf.

8. **Personnel**

8.1. **Adequate Staffing:** The Board has retained the Vendor because of Vendor's expertise and that of its employees, agents, volunteers, and subcontractors (collectively referred to as "**Staff**"). For the avoidance of doubt, all volunteers of Vendor shall be considered agents of Vendor. Vendor must assign and maintain during the Term of the Contract and any renewal of it, an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified, and assigned to perform the Services. If the Board determines, in its sole discretion that any employee, subcontractor or other person providing Services hereunder for Vendor is not performing in accordance with the performance standards or other requirements of the Contract the Board shall have the right to direct the Vendor to remove that person from performing Services under the Contract.

8.2. **Key Personnel:** The Contract may list individuals employed by the Vendor, or otherwise provided to perform Services, who have particular expertise on which the Board is relying ("**Key Personnel**"). Vendor may not reassign or replace Key Personnel without the written consent of the Board, whose consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate his or her employment with Vendor or otherwise become unavailable for reasons beyond Vendor's reasonable control, Vendor shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. As stated in Section 6(a) above, the Board shall have the right to direct Vendor to remove an individual from performing Services under the Contract.

9. **Non-appropriation:** The Board represents that the Board's fiscal year 2022 budget has appropriated sufficient funds for the term of this contract. 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 Contract, the Board shall notify Vendor and the Contract 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 Contract are exhausted. Payments for Products and 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 Contract beyond those amounts appropriated and budgeted by the Board to fund payments under the Contract.

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

10.1. **Early Termination.** The Parties may terminate the Contract in whole or in part, without cause, at any time, by notice in writing from the Party terminating the Contract to the other Party in

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

accordance with the notice provisions herein. The effective date of termination shall be sixty (60) calendar days from the date the notice is received or the date stated in the notice, whichever is later.

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

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 the termination of subcontracts after the early termination of the Contract.

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.

10.2. **Suspension of Services.** The Board may, upon sixty (60) calendar days written notice, direct Vendor to suspend Services in whole or part. Vendor shall promptly resume the performance of 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.

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

- a. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff;
- b. Any material misrepresentation by Vendor in the inducement or the performance of the Contract.
- c. Breach of any term, condition, representation or warranty made by Vendor in the Contract.
- d. Failure of Vendor to perform any of its obligations under the Contract, including, but not limited to, the following:
  - i. Failure to perform any portion of the Services or deliver Products in the manner specified in the Contract;
  - ii. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services and delivery of Products;
  - iii. Failure to promptly re-perform or re-deliver within a reasonable time and at no cost to the Board, Services [or Products] that were determined by the Board to be incomplete or unsatisfactory;
  - iv. Discontinuance of the Products and Services for reasons within Vendor's reasonable control; or
  - v. Failure to comply with any term of the Contract, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in the Contract constituting an Event of Default.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- e. Default by Vendor under any other agreement Vendor may presently have or may enter into with the Board; and

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 that is not dismissed within sixty (60) days of the date of its filing.

- 10.4. **Remedies.** The Board, in its sole discretion, may declare Vendor in default, in whole or in part, if Vendor commits an Event of Default. The CPO may give Vendor an opportunity to cure the default within a certain period of time ("Cure Period"). The CPO shall give Vendor written notice of default, either in the form of a cure notice ("Cure Notice") or, if no opportunity to cure is granted, a default notice ("Default Notice").

The CPO may give a Default Notice after a Cure Notice if: (1) Vendor fails to effect a cure within the Cure Period given in the applicable Cure Notice; or (2) if the Event of Default cannot be reasonably cured within the 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 Contract, effective on 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, and Vendor must deliver to the Board all materials prepared or created in the performance of the Contract, whether completed or in-process.

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

- a. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of Vendor. In such an event, Vendor shall be liable to the Board for any excess costs incurred by the Board. Any amount due Vendor under the Contract or any other agreement Vendor may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- b. Terminate the Contract, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- c. Suspend Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services [and delivery of Products] 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. Seek 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 the Contract that are due or future payments that may become due under the Contract.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- h. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time.

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

The remedies under the terms of the Contract 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 the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

If the Board's election to terminate the Contract 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 to the Early Termination Section above.

- 10.5. **Turnover of Documents and Records.** Upon demand of the Board after the termination of the Contract for any reason or the expiration of the Contract 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 the Contract or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Contract.

- 9. **Assignment:** This Contract shall be binding on the parties and their respective successors and assigns, provided, however, that neither party may assign the Contract or any obligations imposed hereunder without the prior written consent of the other party.

10. **CONFIDENTIAL INFORMATION.**

10.1. **Definitions.**

A. **Confidential Information.** In the performance of the Contract, either party (the "receiving party") may have access to or receive certain information of the other party (the "disclosing party") that is not generally known to others or is proprietary in nature ("Confidential Information" or in the case of CPS, "CPS Data"). Such Confidential Information may include but is not limited to CPS Student Data as further defined below, employee data, technical data and specifications, software, ideas, budget figures, operational details, unpublished school information, financial information, and business plans and any other information that a reasonable person would deem proprietary and confidential. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties (including in the case of Vendor, information of its Subcontractors) provided by the disclosing party to the receiving party. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of the

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

receiving party; (ii) made available to the disclosing party by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by the receiving party to have been independently developed or obtained by it without violating the confidentiality obligations of this Contract and any other agreements with the Board.

B. **Student Data.** “**Student Data**” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, including but not limited to the Products (as defined in this Contract and including without limitation Software) by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students. For purposes of this Contract, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

C. **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 Contract, Vendor may use De-Identified Data on an aggregated and anonymous basis so long as it permanently remains de-identified.

- 10.2. **Use of Confidential Information.** The receiving party shall only use Confidential Information for the sole purpose of performing its obligations under the Agreement and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform its respective obligations set forth in the Contract. The receiving party shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Contract without the prior written consent of the disclosing party, except where required for its own internal use solely to perform its obligations under this Contract and strictly in accordance with the terms of this Contract. The receiving party shall use at least the same standard of care in the protection of Confidential Information as it uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Student Online Personal Protection Act (“**SOPPA**”), the Children’s Online Privacy Protection Act (“**COPPA**”), and the Illinois School Student Records Act (“**ISSRA**”).
- 10.3. **Handling of Confidential Information.** The receiving party shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect its own confidential information and at least as secure as the following. 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. Proposer shall not send with encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption.
- B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- C. Not leave Confidential Information in any medium unsecured and unattended at any time.
- D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
- E. Password-protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Vendor shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Vendor shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure, and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Confidential Information must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor must maintain industry-recognized security practices to establish secure application(s), network, and infrastructure architectures.
- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed within Vendor's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.
- H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Confidential Information security practices. Vendor agrees to share its incident response plan upon request.
- I. Assure that its systems, Products, and Services include at least the following safeguards:
  - 1. Include component and system-level fault tolerance and redundancy in system design.
  - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
  - 3. Encrypt Confidential Information at rest and in transit.
  - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.
  - 5. Secure transmission of login credentials.
  - 6. Automatic password change routine.
  - 7. Trace user system access via a combination of system logs and Google Analytics.
  - 8. Secure (encrypt) the audit trails and system-generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
  - 9. Conduct or undergo system-level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
  - 10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
  - 11. Prevention of hostile and unauthorized intrusion.
  - 12. Backup of all Confidential Information at least once every twenty-four (24) hours.
  - 13. Perform content snapshots at least daily and retain them for at least ninety (90) days.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- J. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Vendor's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Vendor shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.
- 10.4. **Dissemination of Information.** The receiving party shall not disseminate any Confidential Information to a third party without the prior written consent of the disclosing party. If the receiving party 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 its possession as a result of Services and/or Materials provided under the Contract, to the extent legally permissible, the receiving party shall promptly give notice to the disclosing party (and in the case of the Board, to the Board and its General Counsel) with the understanding that it 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 at the disclosing party's sole cost and expense. The receiving party 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.
- 10.5. **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 or delivery of Products and Services without the prior express written consent of the Board's Chief Communications Officer or its designee. 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 its designee.
- 10.6. **Return or Destruction of Confidential Information.** The receiving party shall, at the Board's option, destroy or return all Confidential Information to the disclosing party within fifteen (15) business days of written demand, or if no demand is made, it shall destroy or return all Confidential Information within five (5) days of the expiration or termination of this Contract unless it receives permission in writing from the disclosing party (and in the case of the Board, from its Chief Education Officer or his/her designee) that the receiving party may retain certain Confidential Information for a specific period of time or otherwise if the receiving party is required to retain such information to comply with regulatory and legal requirements or in accordance with its general back-up and purging cycle policies. In the event the disclosing party elects to have receiving party destroy the Confidential Information, the receiving party shall provide written confirmation attesting to such destruction. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that the receiving party is permitted to retain certain Confidential Information, such information shall be protected and handled in accordance with the terms of this Contract for as long as the receiving party retains such Confidential Information. The aforementioned destruction requirements shall not apply to De-identified Data in Vendor's possession.
- 10.7. **Unauthorized Access, Use, or Disclosure of Confidential Information.** If the receiving party has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, it shall: (i) notify the disclosing party promptly, which in no event shall be longer than seventy-two hours from receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) reasonably cooperate with the disclosing party and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Board's duties under the law; and (iv) take such other actions as the disclosing

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

party may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons in accordance with the receiving party's incident response plan. Vendor shall bear the losses and expenses (including attorneys' fees) associated with a breach of Vendor's obligations regarding Confidential Information as set forth in this Contract, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies as determined appropriate by Vendor and in compliance with applicable laws; and (2) of instigating remedying and otherwise mitigating any potential damage or harm of the data breach as determined appropriate by Vendor and in compliance with applicable laws. Vendor shall include this provision in any and all agreements it executes with subcontractors performing Services under this Contract.

10.8. **Additional Obligations Regarding Treatment of Student Data.** In addition to the above-stated obligations for the treatment and handling of Confidential Information, Vendor shall abide by the following obligations when handling, receiving, storing, transmitting, or otherwise accessing Student Data:

- A. **Student Data Use.** Vendor shall not use Student Data, including persistent unique identifiers, data created or gathered by Vendor's site, Products, Services, and technology, for any purpose, including but not limited to amassing a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific Services as set forth in this Contract. Vendor will use Student Data only for the purpose of fulfilling its duties and delivering Products and Services under this Contract.
- B. **Student Data Collection.** Vendor shall not collect Student Data except as specifically permitted hereunder and as necessary to fulfill its duties as outlined in this Contract.
- C. **Marketing and Advertising.** Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Contract.
- D. **Student Data Mining.** Vendor is prohibited from mining Student Data for any purpose. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents/guardians is prohibited.
- E. **Student Data Transfer or Destruction.** Vendor will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor have transferred Student Data, are destroyed or transferred to the Board under the written direction of the Board when Student Data is no longer needed for its specified purpose.
- F. **Rights in and to Student Data.** All rights, including all intellectual property rights, associated with such Student Data shall remain the exclusive property of the Board. Nothing in this Contract is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Contract. Student Data shall remain under the control of the Board throughout the Term of this Contract, including any Renewal Terms. This Contract does not give Vendor any rights, implied or otherwise, to Student Data, content, or intellectual property. Vendor does **not** have the right to sell or trade Student Data.
- G. **Sale of Student Data.** Vendor is prohibited from selling, trading, or otherwise transferring Student Data.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- H. **Access.** Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.
- I. **Compliance with the Student Online Personal Protection Act (SOPPA).** The parties acknowledge that Student Data hereunder includes student information that is “**Covered Information**” subject to the Student Online Personal Protection Act (105 ILCS 85/1 *et. seq.*) (“**SOPPA**”), and Vendor further acknowledges that Vendor: (i) is acting hereunder as an “**Operator**” (as the term is used in SOPPA) and a “**school official**” with a legitimate educational interest (as used in FERPA); (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information as the term is defined in SOPPA; (iii) shall use the Covered Information only for a purpose authorized by the Board in accordance with the Board’s instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Contract or with permission from the Board or pursuant to court order, unless otherwise permitted by SOPPA. “**Covered information**” as used in this paragraph has the meaning set forth in 105 ILCS 85/5, as amended.
1. Breach. If a “**Breach**”, as defined in SOPPA, is attributed solely to Vendor, its officials, agents employees and subcontractors, Vendor shall: (i) be liable for any reasonable costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) inform the Board of the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach; and (iii) inform the Board of each such Breach no later than thirty (30) calendar days after the determination that a Breach has occurred.
  2. Data Deletion. As stated in the Student Data Transfer or Destruction Section of this Agreement, Vendor shall ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Vendor may have transferred Student Data, is destroyed or, as directed by the Board, transferred to the Board in a format reasonably determined by the Board within the time periods provided in the Student Data Transfer or Destruction Section of this Agreement.
  3. Publication. In accordance with SOPPA and the Board’s FOIA obligations as further described herein, the Board will make this Contract available for public inspection on its website.
  4. Covered Information Access Listing. Vendor shall provide to the Board a list of any subcontractors or third-party affiliates to which Covered Information may, has been, or will be disclosed or will provide a link to Vendor’s website clearly listing such information within ten (10) days of both parties entering into this Contract. Vendor must keep this list current at all times.
  5. Compliance. Vendor shall comply with all applicable requirements set forth in SOPPA as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches.
  6. Change Management. CPS must be notified of all post go-live changes to the Products, which include changes to functionality, the introduction of additional

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

applications, major upgrades, and any expansion or reduction of data elements. Change notifications must be sent to an email address determined by CPS, and the notifications should be provided ( 1-week minimum) before any change takes effect.

**J. Data Integration & Management.** Products must align to IMS Global interoperability standards for data exchanges and authentication (One Roster, or Google Single Sign On / SSO).

- 10.9. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the delivery of Products and the performance of Services pursuant to this Contract and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
- 10.10. **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.
- 10.11. **Survival.** The provisions of this Section shall survive the termination or expiration of this Contract.
11. **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 September 25, 2013 (13-0925-PO1), as amended, and the Board's Acceptable Use of the CPS Network and Computer Resources Policy, adopted July 22, 2009 (09-0722-PO3), as amended, during the term of the Contract and any renewals thereof.
12. **INTELLECTUAL PROPERTY.**
  - 12.1. **Intellectual Property Defined.** Intellectual Property shall mean all trademarks, trade dress, copyrights, and other intellectual property rights in the materials used in the performance of Services and delivery of Products under this Contract.
  - 12.2. **Board's Intellectual Property.** Vendor agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board's intellectual property shall include specifically any documents and materials created by the Board either alone or in cooperation with Vendor in connection with the Services, including but not limited to such materials that are adapted or reproduced from the Board's materials ("**Board Materials**"). Any and all 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 specifically for CPS 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 including any Vendor tools and templates used by Vendor generally in its business and in the performance of

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

services that do not incorporate Confidential Information of the Board. Upon written agreement between the parties, Vendor may be licensed to use the Board's intellectual property for specifically defined uses and terms. For the avoidance of doubt, the parties agree that no Work Product is expected or intended to be created under this Agreement, except for specific items expressly identified in Exhibit A as being "works for hire".

Unless otherwise specified in this Contract, all of the foregoing items shall be delivered to the Board upon demand at any time and in any event, shall be promptly delivered to the Board upon expiration or termination of the Contract within three (3) business days of demand. In addition, Vendor shall return the Board's data in the format requested by the Board. If any of the above items are lost or damaged while in Vendor's possession, such items shall be restored or replaced at Vendor's expense.

- 12.3. **Vendor's Intellectual Property.** All Intellectual Property owned by Vendor prior to, created independently of the Services under this Contract and generally used in Vendor's business 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 Contract, 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, subject to its confidentiality obligations hereunder with respect to Vendor's Confidential Information.
- 12.4. **Third Party Intellectual Property.** Vendor represents and warrants to the Board that Vendor, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other confidentiality or proprietary right of any person or other third party.
- 12.5. **Survival.** The obligations set forth in this Section shall survive the termination or expiration of this Contract.
13. **Intentionally Deleted. [Duplicates Section 12.2].**
14. **Intentionally Deleted. [Duplicating Section 10.5]**
15. **Representations and Warranties of Vendor:** Vendor represents and warrants that the following shall be true and correct in all material respects as of the effective date of the Contract and shall continue to be true and correct in all material respects during the Term of the Contract and any Renewal Terms.
- 15.1. **Licensed Professionals.** Where applicable, Vendor is appropriately licensed under Illinois law to perform Services required under the Contract and shall perform no 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.
- 15.2. **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 the Contract and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 et seq., the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment 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/>.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- 15.3. Good Standing. Vendor is not in default and has not been deemed by the Board to be in default under any other contract with the Board during the five (5) year period immediately preceding the effective date of the Contract.
- 15.4. Authorization. In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of the Contract, 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 the Contract which shall constitute valid, binding obligations of Vendor.
- 15.5. 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 the Contract.
- 15.6. Gratuities. No payment, gratuity, or offer of employment was made by or to Vendor in relation to the Contract or as an inducement for award of the Contract.
- 15.7. Contractor's Disclosure Form. The disclosures in the Contractor Disclosure Form, previously submitted by Vendor, are true and correct. Vendor shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control, and any such change shall be subject to Board approval which shall not be unreasonably withheld.
- 15.8. Debarment and Suspension: Vendor certifies, to the best of its knowledge and belief, after due inquiry, that:
- a. It, its principals, or its subcontractors providing Services under the Contract are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E];
  - b. It, its principals, or its subcontractors providing Services under the Contract 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, or its subcontractors providing Services under the Contract 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.
- In performing any obligations of the Contract, Vendor shall not utilize any firms that the Board has debarred from doing business with CPS pursuant to the Board's Debarment Policy (08-1217-PO1), as amended.
- 15.9. Prohibited Acts. Within the three (3) years prior to the effective date of the Contract, 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 restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- 15.10. Continued Disclosure Requirement. If at any time during the Term of the Contract or during any Renewal Terms, 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.
16. **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 the Agreement (individually and collectively “**Staff**”) (“**Background Check**”). For purposes of this Section, contact via text messages, live chats, emails, any other digital or online media, telephone, in person, or through any other means shall be considered “contact”. Vendor shall not allow any Staff to have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Background Check in accordance with the following requirements:
- 16.1. **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 the 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.
- 16.2. **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 the 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.
  - 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.
- 16.3. **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 the 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.
- 16.4. **Background Check Representations and Warranties.** With respect to each Background Check, Vendor further represents and warrants that Vendor shall:



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- a. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed.
- b. Obtain from each of its prospective and current Staff and provide to the Board a signed copy of any release and consent required to conduct the Background Check in the form determined by, and as directed by the Board.
- c. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check before any contact with a CPS student may occur.
- d. When contact with a CPS student may occur, not allow any Staff to provide Services until a DNH Check, Criminal History Records Check, and DCFS Check have been completed by the Board and the results of the Background Check satisfy for the Board, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.
- e. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance of the Background Check and its update process.
- f. Immediately remove from any contact with any CPS student pursuant to the 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.

- 16.5. **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 the 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 the Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the 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 the 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 the 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 the Agreement.

17. **Subcontractor Employee Screening and Monitoring Process:** If Vendor plans to subcontract the Services outlined in the Contract to a third party, Vendor must submit its subcontractor's employee screening and monitoring process for Board approval prior to final contract approval.
18. **Research Activities and Data Requests:** Vendor shall not conduct research in the Chicago Public Schools or use CPS student data for research purposes. In the event Vendor seeks to conduct research in the Chicago Public Schools or use CPS student data for research purposes in connection with the Contract or for any other purposes, Vendor shall comply with the Board's Research Study and Data Policy adopted on November 14, 2007, as may be amended from time to time. Vendor

## THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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.

19. **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. 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, staff or 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. 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 the use of Vendor's employees under the Contract, Vendor shall indemnify the Board for any such liability.
20. **Indemnification:** Vendor agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including reasonable costs and attorney fees, arising out of all third-party claims, damages, suits, judgments or settlements, or causes of action, (collectively "Claims") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Contract. 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 right of a third party.

Furthermore, as stated in Independent Contractor Section above, 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 the Contract, Vendor shall indemnify the Board for any such liability. As stated in the Confidential Information Section above, 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, or subcontractors, in addition to the obligations provided in this Section, Vendor shall cover any costs or fees associated with (i) providing notices of a 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 promptly and no later than thirty (30) days begin the defense of such claim or action, the Board may (with 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 reasonable 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.

## THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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 and claims 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 Corporation*, 146 Ill. 2<sup>nd</sup> 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, any other statute or judicial decision.

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

21. **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 Contract or be held personally liable under the Contract to Vendor, its members if a joint venture, or any subcontractors.
22. **Insurance:** Vendor, at its own expense, shall procure and maintain insurance covering all operations under the Contract, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Vendor shall submit to the Board satisfactory evidence of insurance coverage and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth:
  - 22.1. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under the Contract with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.
  - 22.2. **Commercial General Liability Insurance (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense. General liability insurance may not exclude coverage for sexual abuse and/or molestation.
  - 22.3. **Automobile Liability Insurance:** Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage.
  - 22.4. **Cyber Liability and Privacy & Security Coverage:** Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state, or federal guidelines, with limits of liability not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The policy will be a claims-made program with any prior acts exclusion predating both the date of the Contract and any earlier commencement of Services. Such coverage shall be maintained continuously for a period of two (2) years after expiration or termination of the Contract or Vendor must secure a two-year extended reporting provision.
  - 22.5. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage. Upon renewal of this agreement, Umbrella or

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Excess Liability Insurance shall have limits of not less than Eight Million Dollars (\$8,000,000.00) per occurrence.

- 22.6. **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 any Services. The Certificate must provide thirty (30) days prior written notice of a material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
42 W. Madison  
Chicago, Illinois 60602

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 Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. Vendor’s failure to carry or document required insurance shall constitute a breach of the Vendor’s Contract with the Board. In the event Vendor fails to fulfill the insurance requirements of the Contract, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or the Contract 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 the Vendor under the Contract.

All subcontractors are subject to the same insurance requirements of Vendor unless otherwise specified in the Contract. The Vendor shall require any subcontractors under the Contract to maintain comparable insurance naming the Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The 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 the Vendor’s liabilities and responsibilities specified within the Contract or by law. The required insurance is not limited by any limitations expressed in the indemnification language in the Contract, if any, or any limitation that might be placed on the indemnity in the Contract given as a matter of law.

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

Vendor must register with the insurance certificate monitoring company designated by the Board and indicated 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 the fee may be subject to change.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

Each year, Board-approved, registered vendors 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) in order to 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 (see URL below). Should you have any questions on submissions and payment options, you can contact the certificate monitoring company.

Certificate Monitoring Company:  
Topiary Communications Inc.  
211 W. Wacker, Ste. 220  
Chicago, IL 60606  
Phone: (312) 494-5709  
Email: [dans@topiarycomm.net](mailto:dans@topiarycomm.net)  
URL: <http://www.cpsvendorcert.com>

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

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

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

Any service issue resulting in an assessment of liquidated damages may also result in loss of route or loss of all routes serving a school as determined appropriate by STS. Service issues that STS identifies with normal school year start-up which occur during the first five (5) days of school will not be assessed liquidated damages. Liquidated damages will not be assessed if lateness results from "Force Majeure".

The term "Force Majeure" as used herein means acts of God; acts of public enemy, blockades, wars, insurrections or riots; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal or state, civil or military; civil disturbances; explosions; and traffic accidents caused entirely by a party other than vendor or vendor's employees.

The Board may assess liquidated damages in amounts set out below, on i) an 'each individual incident' basis, i) an "each occurrence" basis or iii) an "each day" basis. Liquidated damages assessed on an "each individual incident" basis will be assessed each time the infraction occurs. Liquidated damages assessed on an "each occurrence" basis will be assessed once for each occurrence (non-trip or non-daily). Liquidated damages assessed on an "each day" basis will be assessed daily.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**Vendor agrees to pay to the Board the following assessment(s) for Liquidated Damages as further set forth in Section 23 above:**

<b><u>Service Failures Resulting in Assessments of Liquidated Damages to be Paid by Vendor:</u></b>	<b><u>Assessment</u></b>
1. Driver is operating a vehicle without a current valid state driver's license. Vendor will also lose all routes at the school where the illegal driver performed services.	\$10,000/occurrence
2. Student is left unattended in a vehicle after the run is complete.	\$10,000/occurrence
3. If a school vehicle that has failed a State of Illinois Safety Lane Inspection is used to provide services to any CPS route or activity. This only applies to vehicles legally required to do so by the Illinois Department of Transportation to complete Safety Lane Inspections.	\$10,000/occurrence
4. Driver tests positive for being under the influence of alcohol or illegal drugs while operating a CPS route. (Driver's refusal to take test is considered positive).	\$10,000/occurrence
5. Vehicle is operated without a current State License and/or valid State Safety Lane Inspection Certificate for the appropriate type of vehicle. Safety Lane Inspection Certification only applies to vehicles legally required to do so by the Illinois Department of Transportation.	\$5,000/occurrence
6. Vendor operating in non-compliance with Drug and Alcohol testing requirements.	\$5,000/occurrence
7. Vendor permits a driver to operate a CPS route, a vehicle aide to serve on a CPS route, or a school vehicle to serve a CPS route after being notified by STS that such person or school vehicle is ineligible to serve a CPS route.	\$5,000/occurrence
8. Student remains on the vehicle after other students are unloaded at the designated school and the vehicle leaves the school loading/unloading area but the driver never leaves the vehicle.	\$3,000/occurrence
9. Releasing student with disabilities to unauthorized adult or no adult.	\$3,000/occurrence
10. Vendor fails to comply with the requirement to staff the dispatch office 45 minutes before and after all routes are operating.	\$3,000/occurrence
11. Operating a vehicle that is not within the specified vehicle age requirements.	\$1,000/occurrence

## THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

12. Vendor fails to maintain the required amount of insurance coverage.	\$1,000/day
13. A vehicle operating without Vendor documented preventative maintenance, brake inspections, or breakdown records.	\$1,000/occurrence
14. Vendor submits invoice for route on which no students are riding and CPS informed Kaizen Health 24 hours before the first scheduled that the route changed.	\$1,000/route invoiced
15. Vendor fails to operate an assigned route and STS has to use other sources to provide service.	\$500/occurrence
16. Route does not operate because Vendor's vehicle is a no-show after 45 minutes of the scheduled time.	\$500/occurrence
17. Vendor fails to provide their Certificate of Insurance on the required timelines.	\$500/occurrence
18. Vendor fails to report an incident or accident concerning any Chicago Public School students on any regular route at any time to the STS within sixty (60) minutes of the occurrence. Vendor fails to submit Carrier Student Transportation Services Report with 24 hours after an accident or incident.	\$500/occurrence
19. A vehicle operating in non-compliance of equipment requirements: fire extinguisher, safety glass windows, etc. as required by the Illinois Department of Transportation.	\$500/occurrence
20. Vendor fails to make requested buses and/or driver records available for inspection at some point between 5 a.m.-5 p.m., on the day of inspection, Monday through Friday (with, or without notice); and Saturday (with 48-hour notice).	\$500/occurrence
21. Vendor fails to update the driver/vehicle/student database electronically through the designated CPS website as requested by the STS.	\$500/occurrence
22. Vendor fails to notify STS when students have not been riding the vehicle for more than three days.	\$500/occurrence
23. A vehicle operating with unauthorized students or unauthorized riders.	\$500/occurrence
24. Vendor operates a school vehicle without lap and shoulder belts and 4-point wheelchair securements.	\$250/day

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

25. A vehicle operating without approved and working telecommunications equipment.	\$250/occurrence
26. Driver operates CPS routes when Vendor records do not document that the driver training requirements and background check requirements have been met.	\$250/occurrence
27. A driver denying a child transportation service or discharging a child from the vehicle that is not the child's designated stop.	\$250/occurrence
28. A route operated without a current route itinerary or operated with an approved STS modified route sheet in paper or electronic form.	\$250/occurrence
29. Vendor fails to return a phone call from STS within 30 minutes during normal business hours.	\$250/occurrence
30. Vendor fails to report a late vehicle operating over 45 minutes of the designated school bell time that is the direct fault of Vendor.	\$250/occurrence
31. Vendor fails to comply with CPS Anti-Idling policy.	\$250/occurrence
32. A route, whether AM, mid-day, or PM, arriving at school after the time designated by STS but less than 45 minutes after the scheduled time.	\$100/occurrence
33. Vendor is in non-compliance of the office telephone or office equipment requirement.	\$100/day
34. Driver/ fails to wear/display the required license/permit/CPS ID badge.	\$100/occurrence
35. A route operated in non-compliance with the route sign requirement.	\$100/occurrence
36. A route operated in non-compliance with the "1-800" sign requirement.	\$100/occurrence
37. Vendor fails to keep the interior and/or exterior of the school vehicle reasonably clean.	\$100/occurrence
38. Vendor fails to report all vehicles into the STS ("All Clear").	\$100/occurrence

24. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The amounts paid to Vendor are inclusive of all other taxes that may be levied or based on the Contract, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

the Services to be provided under the Contract, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.

25. **Audit and Records 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 the Vendor with the Contract. Vendor shall furnish the Board with such information, supporting documentation, and reports as may be requested relative to the progress, execution, and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the reasonable 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 cost of such audit. Vendor shall maintain all records related to the Contract. 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 the Contract and Vendor's performance of Services. All records referenced above shall be retained for at least five (5) years after the termination or expiration of the Contract and shall be subject to inspection and audit by the Board, subject to modification by the terms of the Contract. If any audit, litigation, or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.
26. **Freedom of Information Act.** Vendor acknowledges that the Contract and all documents submitted to the Board related to the contract 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 the Contract is subject to reporting requirements under 105 ILCS 5/10-20.44. Vendor further acknowledges that the Contract shall be posted on the Board's Internet website.
27. **MBE/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 available on the Board's website at <http://www.csc.cps.k12.il.us/purchasing/mwbe.html> and is incorporated 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 program. Vendor agrees to submit such documentation in connection with the program 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.

28. **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. 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 the Contract, including without limitation, the indemnification

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

provisions contained in the Contract.

29. **Principal's Right to Direct:** The principal or his/her designee, the Network Chief or his/her designee, or the Department Officer or his/her designee shall have the authority to the maximum extent possible, to direct Vendor and its subcontractors when delivering Products and performing Services to a specific School, Network, or Department.
30. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt, if mailed. Refusal to accept delivery has the same effect as a receipt.

**IF TO THE BOARD:**

Chicago Board of Education  
Department of Student Transportation Services  
42 West Madison Street, Garden Level  
Chicago, IL 60602  
Attn: Kimberly Jones  
Facsimile: (773) 553-2860

Copy to:

Joseph T. Moriarty, General Counsel  
Chicago Board of Education  
Law Department  
One North Dearborn Street, Suite 900  
Chicago, IL 60602  
Facsimile: (773) 553-1701

**IF TO VENDOR:**

Kaizen Health, Inc.  
Attn: Mindi Knebel  
33 North LaSalle Street, Suite 1200.  
Chicago, IL 60602  
[Mindi.Knebel@KaizenHealth.org](mailto:Mindi.Knebel@KaizenHealth.org)  
(312) 813-7100

31. **Participation by Other Local Government Agencies:** Other local government agencies ("Local Government Agencies") may be eligible to purchase Products and Services pursuant to the terms and conditions of the Contract if: (a) such agencies are authorized, by law or their governing bodies, to execute such purchases; (b) such authorization is allowed by the Board of Education's Chief Procurement Officer; (c) such purchases have no significant net adverse effect on the Board and result in no observed diminished ability on the Vendor to provide the Products and Services to the Board or Board's user departments pursuant to such purchases and (d) if the Board and Vendor agree in writing to extend the Services to the Local Government Agencies. Local Government Agencies shall include without limitation: the City of Chicago, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Vendor and the requesting Local Government Agency; the Board shall not be responsible for payment of any amounts owed by any Local Government Agency

## THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

to Vendor. The Board assumes no authority, liability or obligation on behalf of any Local Government Authority.

32. **Authority:** Vendor understands and agrees that Vendor is not an authorized representative of the Board or the Chicago Public Schools. All agreements and approvals (written or verbal) of the Board or the Chicago Public Schools must be made by authorized Board employee(s).
33. **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 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.*; the Individuals with Disabilities Education Act (IDEA) 20 U.S.C.A. § 1400 *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, 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 the Vendor's employees or the Vendor's subcontractors' employees.
34. **Chicago's Minimum Wage Requirements:** Vendor must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended, and the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014, the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: [https://chicityclerk.s3.amazonaws.com/s3fs-public/document\\_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf](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](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 for work performed under the Contract; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Contract.

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.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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 Contract, 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 the Contract 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.

35. **Kickbacks.** Neither Vendor nor any of its members if a joint venture or limited liability company has accepted and shall not accept from or on behalf of any subcontractor or any intermediate tier subcontractor any payment, gratuity or offer of employment in relation to the Contract or as an inducement for the acceptance of the Contract. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations.
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 the Contract shall survive the completion of Services or the expiration or termination of the Contract for any reason. If any provision or part of the Contract is held to be unenforceable, the Contract shall be considered divisible and such provision shall be deemed inoperative to the extent that it is deemed unenforceable, and in all other respects, the Contract 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. **Counterparts and Facsimiles:** The Contract 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.
39. **Entire Agreement and Amendment:** The Contract, 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 the Contract. No modification or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Contract are of no force or effect.
40. **Governing Law:** The Contract 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 the Contract. Vendor agrees that

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

service of process on Vendor may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Vendor, or by personal delivery on any officer, director, or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning the Contract, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

41. **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 the Contract with a reservation of all rights and remedies it may have under or pursuant to the Contract at law or in equity.
42. **Conflict of Interest:** The Contract 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.
43. **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 the Contract as fully set forth herein.
44. **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 the Contract 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 the Contract as fully set forth herein.
45. **Inspector General:** Each party to the Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
46. **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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

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

**BOARD OF EDUCATION OF  
CITY OF CHICAGO**

DocuSigned by:  
By: Charles Mayfield  
E50BB4A9598740C...  
Charles E. Mayfield  
Interim Chief Procurement Officer

Date: December 21, 2021

**KAIZEN HEALTH, INC.**

DocuSigned by:  
By: Mindi Knebel  
CB3DBD03C9EA471...  
Mindi Knebel  
Chief Executive Officer

Date: December 21, 2021

Board Report No. 21-0728-RS7

Approved as to legal form:

DocuSigned by:  
By: Joseph T. Moriarty  
571EC59C33144C5...  
Joseph I. Moriarty  
General Counsel

---

**ATTACHMENTS:**

- Exhibit A: Scope of Services
- Exhibit B: Pricing for Services
- Attachment 1: Map of the Zones with Zone Descriptions

**EXHIBIT A****SCOPE OF SERVICES****[Kaizen Health, Inc.]****Program: Paratransit and Alternate Modes of Student Transportation Services****CPS Project Manager:** Leonardo Franco **Phone:** 773-553-2860**E-Mail:** lfranco6@cps.edu**Vendor's Project Manager:** Mindi Knebel **Phone:** (312) 813-7100 **E-Mail:**  
[Mindi.Knebel@KaizenHealth.org](mailto:Mindi.Knebel@KaizenHealth.org)**Period of Performance:** December 15, 2021 - June 30, 2022

This Scope of Services shall be conducted pursuant to the terms and conditions of the above-referenced Board Report and the Paratransit and Alternate Modes of Student Transportation Services Agreement effective December 15, 2021 ("**Agreement**") between Kaizen Health Inc. ("**Vendor**") and the Board of Education of the City of Chicago, commonly known as Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meaning as those ascribed to such terms in the Agreement.

1. **Services:** Vendor shall provide the Board with paratransit and alternate modes of student transportation services (including vehicles, equipment, materials, labor, and other required services) ("**Services**") for students participating in one of the below-listed programs:
  - a. Special Education (ambulatory and non-ambulatory) attending CPS facilities within the City of Chicago
  - b. Options School Programs
  - c. Special Education (ambulatory and non-ambulatory) attending non-CPS facilities in and around the City of Chicago
  - d. Students in Temporary Living Situations
  - e. Students in Selective Enrollment Programs
  - f. Other Programs as may be authorized by the Chief Administrative Officer

Vendor shall provide the services through subcontractors. All references to "Vendor" in this Contract include Vendor's subcontractors.

The Board anticipates the need for approximately 200 vehicles, to run during the following time periods on school days:

- a. Morning service - 6:00 am to 9:00 am
- b. Mid-Day service - 10:30 am to 1:00 pm
- c. Afternoon service - 1:30 pm to 6:00 pm

Vendors must be capable of adjusting run schedules and Services within 24 hours after notice of such change is received. Vendors must provide pricing for all zones included in this Agreement and be prepared to operate routes that originate and terminate in different zones throughout the City of Chicago and outside the City of Chicago, as required by the CPS Department of Student Transportation Services ("STS"). The zone information is included in the Current Zones Map as set forth in **Attachment 1**.

**1.1. Definitions:**

- A. Run ID - This is the unique identifier for each run. A run is defined as the pick-up of the first student, picking up the remaining students, and the drop off at school. Then the reciprocal run returning the student home at the end of the day along the same path.
- B. Run Type - There are three run types:
- i. AM/PM Round Trip - This is a round trip, picking students up in the morning, dropping them off at one school, and returning the students in the afternoon along the reverse path.
  - ii. AM/PM Shared Round Trip - This is a round trip, picking students up in the morning, dropping them off at two schools in succession, and returning the students in the afternoon along the reverse path. For these runs, the final school is shown as the destination.
  - iii. Midday One-Way/Dual Enrollment - this is a one-way trip picking up students and dropping them off at school for the midday or picking up students at the school and dropping them at home.
- C. Route ID- This is the unique identifier for each route. A route is defined as all of the runs a single vehicle does in a day.
- D. Route Type- There are two route types:
- i. AM/PM Single Route-- This is a route that consists of two runs-- one in the AM and one in the PM. They may be runs that service two different schools. The runs may also be "shared" runs, but are still considered "single."
  - ii. AM/PM Paired (aka "tiered") Route-- This route contains at least 3 runs and may contain up to 6 runs (2 AM, 2 midday, 2 PM). The runs may service different schools.
- E. Dry Runs: At the request of STS, Vendor shall perform a "dry-run" on any of routes that have been assigned to Vendor prior to the start of the regular school year or summer school term and/or new routes added during either term. The driver assigned to the run(s) must conduct the dry-run to qualify for reimbursement. The Board shall reimburse the Vendor for dry-runs conducted as directed by STS.

School officials must approve sign-in sheets indicating that the dry-runs were conducted. In lieu of the sign-in sheet, STS may require GPS documentation of the dry-runs being conducted. Vendor shall be paid for documented dry-runs at a flat-fee of fifty dollars (\$50.00) per vehicle-- regardless of the number of runs performed on that vehicle.

- 1.2. Diverse Learners on School Runs:** Students who are Diverse Learners must be transported in accordance with the Board's direction. The Vendor will remain responsible for each student with disabilities until the student is met by an authorized, responsible adult or as otherwise directed by school officials. Vendor agrees to comply with the Board's Stranded Student Protocol.
- 1.3. Start - Up Readiness Requirements:** No more than thirty (30) days prior to the commencement date of the Contract and annually, no more than thirty (30) days prior to each school year thereafter, Vendor shall demonstrate its operational readiness to conduct smooth startup operations and satisfactorily run all runs assigned to Vendor. The Vendor shall demonstrate operational readiness and the ability to conduct satisfactory service to schools by submitting the following to STS in accordance with the schedule and timelines established by the STS:
- A. Evidence of sufficient financial strength and resources to operate and provide the services, including, but not limited to reports of:
    - i. financial condition, including latest financial statements as requested by the Chicago Public Schools Chief Procurement Office ("CPO"); and
    - ii. outstanding legal actions
  - B. Evidence that the Vendor's subcontractors' vehicles, and other necessary equipment are sufficient to satisfactorily perform Services for the runs, including without limitation:



THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- List of licensed drivers
  - List of holders of an Illinois passenger vehicle certifications
  - List of drivers in training with projected licensing date for each
  - List of licensed vehicles to be used in providing the services
- C. Evidence of management personnel with sufficient skills, experience and resources to ensure that all services are satisfactorily delivered hereunder, including without limitation:
- i. List of management personnel along with their defined responsibilities, including, but not limited to, those individuals responsible for:
    - 1. supervision of drivers and vehicle aides;
    - 2. dispatch of drivers and vehicles
    - 3. safety; and
    - 4. any other information requested by the CPO.
- D. Evidence of compliance with insurance, bonding, licensing and other requirements which are necessary for Vendor to provide Services hereunder, including without limitation:
- Certificate of insurance
  - Performance bond
  - Applicable operating licenses and registrations

STS reserves the right to conduct a site visit of Vendor's facilities in order to view Vendor's operations and practices. When an on-site operational readiness audit is scheduled, Vendor shall make its facilities, vehicles and records available for inspection by the STS.

Further, STS reserves the right to require Vendor to provide an oral presentation concerning its:

- i) financial condition;
- ii) progress with respect to recruitment and training of drivers and vehicle aides;
- iii) purchase and delivery of vehicles; and
- iv) such other matters as may relate to operational readiness.

Vendor agrees to fully cooperate with STS's efforts to ascertain the Vendor's operational readiness status and shall timely respond to all questions and requests for information. STS shall evaluate the information provided by Vendor together with information gathered in on-site readiness audits and from other relevant sources to determine the operational readiness of the Vendor.

STS shall provide a written record of any and all noted deficiencies related to operational readiness to the Vendor for correction. If the Vendor is not able to satisfactorily and timely correct the readiness deficiencies, the Chicago Public School's Executive Director of STS shall notify the Vendor of any run reductions or other remedies imposed that result from a STS finding that Vendor has failed to demonstrate operational readiness.

2. **Run Requirements:** Vendor must provide services for all operating days as required by the Board. The Board retains the authority to change or otherwise modify the school start and end times and dates as it deems appropriate.

- 2.1. **Arrival/Departure Time at School:** Vehicles shall arrive at the school(s) on each run at times

as determined appropriate by the Executive Director of STS. A vehicle that arrives after the time designated by the Board is considered late. No student drop off may occur before the time designated by the Board.

- 2.2. Run No-Shows and Delays: Any run that arrives at its destination forty-five (45) or more minutes later than the time specified by the Board shall be considered a “No-Show”. All runs must be completed, even those considered a “No-Show.” No payment will be made for runs that STS deem to be “no shows” which are the fault of the Vendor.

Vendor shall notify the Board and the appropriate school(s) by phone if for any reason a run will arrive at any school(s) fifteen (15) or more minutes after the agreed upon time.

- 2.3. Inclement Weather and Other Factors: During inclement weather if the Board decides to cancel school, Vendor will not be required to provide any Services. The Board will notify the Vendor no later than two (2) hours prior to normal bell times of a District wide or school specific closure due to weather or other factors.

If there is a decision to implement an emergency closure of a school earlier than the normal bell time, the Board will inform the Vendor as soon as possible, but not later than 1 hour prior to the closure time.

- 2.4. Accident/Incident Procedures: Each driver involved in an accident or incident that occurs while operating a vehicle for the purposes of a run for the Board shall follow the CPS Vehicle Accident Procedures and shall report such accident/incident to Vendor who shall report such accident/incident to the Board as soon as possible, but in no event more than one (1) hour after any accident or incident. The initial report from Vendor shall be made by telephone or such other electronic method specified and determined appropriate by the Executive Director of STS. Any accident, no matter the severity, in which students are on board must be called into 911. The paramedics will check that the students do not need to be transported to the hospital and the police will complete an Accident Report. A copy of the Accident Report must be provided to STS within 24 hours of the accident.

Each accident or incident must also be reported in writing to the Board. The written report must be received by the Board within twenty-four (24) hours after the occurrence of any accident or incident. The Board may, in its discretion, require an investigation of accidents or incidents including a written report identifying the corrective actions, video during time-period of the accident and time frame for implementation of such actions.

While operating Board runs, Vendor may only transport Board students and others specifically assigned by CPS to such run. Drivers may not transport their children on any Board run.

Vendor is not required to give the Board exclusive use of vehicles, provided there are no conflicts with the required run times or other Board requirements described herein. Only passengers approved by the Board may ride in any such vehicles at the same time as students.

3. Vehicle Compliance Requirements: All vehicles provided by Vendor’s subcontractors must comply with all City of Chicago, State of Illinois and Federal statutes, ordinances and regulations as may be amended, including but not limited to the current America with Disabilities Act (“ADA”) requirements for the transportation of persons with disabilities.

Three (3) types of non-school bus vehicles may be utilized to perform the Services required by this Agreement. A Vendor shall provide the type of vehicle necessary to meet the needs of the students assigned to the run, such vehicle(s) shall be either non-lift equipped or lift/ramp equipped based on

run(s) and student needs. In addition to complying with all, local, state and federal laws and regulations, the vehicles must also comply with the following standards:

- A. Type F - Non-Lift Equipped Vehicle – A non-school bus Division I, MPV, (Multi-Passenger Rated Vehicle) that has a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver. The vehicle must allow, at a minimum, appropriate seating for four (4) ambulatory passengers. Small vans or passenger automobiles may be used in the vehicle category.
- B. Type G - Lift/Ramp Equipped Vehicle - A non-school bus Division I, MPV, (Multi-Passenger Rated Vehicle) that has a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver. The vehicle must allow, at minimum, appropriate seating for one (1) wheelchair non-ambulatory bound passenger and three (3) ambulatory passengers. Each wheelchair location must be equipped with forward-facing wheelchair securement anchorages. Vehicles with an automated lift designed for the loading/unloading of wheelchair bound passengers are desired but appropriately designed ramps may also be used for the loading /unloading of wheelchair bound passengers.
- C. Type T – Taxi Cabs – Non-school bus vehicles approved and licensed to operate by the City of Chicago, Department of Consumer Affairs as Taxi Cabs. The vehicle must allow appropriate seating for three (3) ambulatory passengers in the rear seat of the vehicle. All vehicles must have a manufacturer’s rated capacity of 8 or fewer passengers in addition to the driver.

Only vehicles manufactured as passenger-carrying vehicles shall be used.

**IN ADDITION TO THE FOREGOING, VENDOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS’ VEHICLES MAKING BOARD RUNS TO:**

- A. Have a maximum capacity of eight or fewer passengers, including the aide but excluding the driver;
- B. Pass safety tests conducted by the Illinois Department of Transportation;
- C. Have never been in junk or salvage status or involved in serious accidents including those that necessitated repairs to the frame;
- D. On September 1 of each year of the Term vehicles (including spare vehicles) to be used throughout the following twelve months shall not exceed ten (10) years vehicle age effective as of September 1st of the then current year;
- E. Be maintained in a clean, safe and proper mechanical condition in accordance with federal and State of Illinois requirements and manufacturer recommendations and be inspected for such condition on a regular basis;
- F. Be registered in the name of the Vendor or and included under that firm's insurance coverage;
- G. Be parked in secure locations when not making runs;
- H. Be inspected by the Vendor’s subcontractor each morning and each afternoon prior to Board runs in a planned and systematic manner;
- I. Be equipped with:
  - i. Global Positioning System (“GPS”) or other mobile data terminals or automatic vehicle locators which must be able to be tracked on demand by members of STS, either through an online portal or through integration with the Board’s GPS platform;
  - ii. radio communication systems approved by the Board for communications between the terminal/dispatch center and the driver;

- iii. properly working heating and air conditioning systems, locking windows, child safety locks, and properly maintained individual seat belts;
  - iv. dry chemical type fire extinguishers mounted in the manufacturer's automobile type bracket in a position accessible to the driver; first aid kits;
  - v. emergency information packets showing: name and phone number of the transportation service provider; vehicle make model and license number, insurance carrier' driver name and number' name and phone numbers of schools on that run and run number; and
  - vi. vehicle surveillance systems (i.e., cameras) that provide continuous recording and video storage capability as required by the Executive Director of STS. Cameras with motion, incident or driver-initiated recording will not be accepted.
- J. Be equipped with proper restraint systems (properly used and in good condition) to secure the wheelchairs and a lift or manual ramps if serving students in wheelchairs.
4. Preventive Maintenance Program for Vehicles: All vehicles servicing Board runs shall be maintained in clean, safe, and proper mechanical condition in accordance with Federal, State of Illinois and manufacturer requirements by Vendor. In addition to Vendor's compliance with any federal, state and local inspection requirements, the Vendor shall require its subcontractors to ensure that every vehicle is part of a scheduled preventative maintenance program including the inspection and repair of all systems installed on the vehicle. The following systems must be inspected in the preventative maintenance program:
- |                   |                  |
|-------------------|------------------|
| Brake System      | Tires            |
| Exhaust System    | Safety Equipment |
| Drive Train       | Chassis          |
| Front End         | Lights           |
| Suspension System |                  |
- 4.1. Preventative Maintenance Record-Keeping Requirements: Vendor must maintain a file listing all work performed on each vehicle used to provide Services, including, without limitation, preventative inspection results. Vendor may use forms of Vendor's choice, if approved by the Executive Director of STS, or may use the sample forms provided by STS.
5. Driver Requirements: An adequate number of licensed drivers will be maintained by Vendor as employees to meet the regular and substitute driver needs required to successfully operate the number of vehicles required for the runs. Drivers must:
- A. Be trained regarding all services required to meet proper student needs;
  - B. Be at least twenty-one (21) years of age;
  - C. Be in compliance with all city, state and federal vehicle driver licensing and permit laws and requirements;
  - D. Meet all existing and/or future Board, city, state and federal requirements for substance abuse testing and criminal background investigations;
  - E. Have no reckless driving charges within 3 years; tickets for driving 25 mph over speed limit within the past 3 years;
  - F. Have no DUI

Vendor shall complete a full background check as specified in Section 16 of the General Terms and Conditions in the Agreement which includes, but is not limited to, not permitting any individual who has been convicted of any of the criminal offenses enumerated in 105 ILCS 5/34-18.5(c) of the Illinois School Code (as may be amended) to serve as a vehicle driver or provide any service under this Contract.

Vendor shall comply with the current US Department of Transportation ("DOT") and State of Illinois laws and regulations as may be from time to time amended as well as any other pertinent local, state, and federal laws and regulations that may be or come into effect, pertaining to drug and alcohol testing of licensed vehicle drivers. Pre-employment, post-accident, reasonable suspicion and random testing must be conducted for those driving vehicles hereunder as such regulations require. All required state and federal DOT reports shall be completed and filed in a timely manner. Vendor

shall immediately notify the Board upon any driver(s) testing positive for drugs or alcohol or refusal to be tested.

Drivers testing positive for drugs and/or alcohol shall be removed permanently by Vendor from all Board runs. Drivers shall be suspended from operating Board runs during any investigation to determine or confirm the presence or levels of drugs or alcohol in the driver's system.

Drivers must keep trip itineraries indicating the streets to be driven, the assigned stops, the pickup and drop off times for each student, student names, addresses, emergency contact information, home phone numbers as well as a second itinerary incorporating any necessary changes for the afternoon run.

5.1. School Vehicle Driver Training Program: At a minimum, the following school vehicle driver training program must be maintained by Vendor:

- A. The training of all drivers is the responsibility of the Vendor and Vendors must train all school vehicle drivers performing Services hereunder in compliance with the following: All records must certify and the training consists of at least eight (8) hours of classroom instruction and four (4) hours of behind the wheel instruction prior to operating a Board run. Vendor must maintain each individual driver's records that must contain records of the State of Illinois initial training and the State of Illinois annual refresher school vehicle driver training. The Vendor agrees to meet these standards for each driver prior to using or assigning a driver to any Board school run. The Vendor agrees to maintain these records for all drivers and that those records will be filed within the training records for all employees. All such records shall be provided to the Board by Vendor immediately upon request in an electronic format designated by the Board to permit information to be portable for auditing purposes. This includes recently hired drivers who formerly worked at other school vehicle companies.
- B. The classroom instruction must contain, at a minimum, the following modules:
  - Loading and unloading procedures – including the danger zone
  - Student behavior management, customer service/dispute resolution, and mandated reporting
  - Sensitivity training for students with disabilities
  - Drawstring warning/awareness
  - Understanding city directions and addresses
  - First aid
  - Vehicle evacuation
  - Company operational policies
  - Hazard/accident avoidance
  - Safe driving practices
  - Accident and incident procedures
  - Pre-trip inspection
  - Use of two-way radio
  - Federal, state and city school bus operational laws and requirements

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

- Prevention of the spread of infectious diseases by bodily fluids
- Securement of wheelchair type devices for special education drivers
- Chicago Public School policies and procedures

C. The behind-the-wheel instruction must contain, at a minimum, the following modules:

- Loading and unloading procedures
- Pre-trip inspection
- Vehicle evacuation
- Use of radio to communicate with dispatcher
- Defensive driving
- How to read and follow vehicle run sheets/directions
- Securement of wheelchair type devices for special education drivers
- Vehicle idling procedures

D. Annually, every driver must receive a minimum of eight (8) hours of in-service training not including any state required training. This training can be a mixture of classroom and behind-the-wheel training. This in-service training will always include loading and unloading procedures, Stranded Student Protocol and may include other topics covered during the initial training.

5.2. Recordkeeping Requirements for Driver Training Program: Written documentation must be maintained by Vendor identifying:

- a. training modules,
- b. number of hours of each course covered,
- c. dates training occurred for each driver throughout term, and
- d. the trainer who must, together with the trainee sign the training record attesting all training was completed.

The recordkeeping format for all training will be provided to the Board in an electronic format designated by the Board to permit information to be portable for auditing purposes.

6. General School Vehicle Aide Requirements: The Board will provide Board-employed vehicle aides (aka “bus aides”) on all routes. Vendor and its subcontractors shall ensure that there is vehicle aide on the vehicle at all times when a student is present.

7. Operational Requirements: Vendor shall provide data and reports, in a form approved by the Board, concerning runs or run operations as required by the Board. The reports listed below are not all inclusive:

Report Type	Frequency
All Clear Report	Daily
Drug testing	Per occurrence
Arrival/Departure time at/from school	Daily

Run information	Weekly
Student ridership	Weekly
Performance measurement information	Monthly

Vendor shall designate one person to receive and respond to such requests whether or not that person actually compiles the reports. The Board will notify Vendor of the information needed and the deadline for which the data is due.

- 7.1. Driver, Vehicle Aide, and Vehicle Lists: Vendor shall provide a written list of their drivers, vehicle aides and vehicles to the Board upon the request of the Board. Lists will be required at least once a month and more frequently prior to and during each school year start-up. The Board reserves the right to request updated lists at any time to evaluate the supply of drivers, vehicle aides or vehicles. The format of lists shall be determined by the Board.
- 7.2. Recordkeeping Requirements for Drug and Alcohol Testing Program: Written documentation must be maintained by Vendor that documents all employees selected for random drug and/or alcohol testing. The process used to select individuals for random testing shall be documented and the results of all tests must also be maintained by Vendor.
- 7.3. Quality Assurance Audits: Vendor shall cooperate with the Board in conducting quality assurance audits as determined appropriate by the Board. Scheduled audits will be planned at least thirty (30) days in advance and Vendor shall ensure that all vehicles are available for inspection. Vendor's failure to have a vehicle available on the scheduled audit date shall result in the vehicle immediately being removed from servicing Board's runs. Vehicles will not be returned to service until one of the two following requirements is met:
  - a. Vendor may schedule re-inspection of the vehicle immediately thereafter but will be assessed a re-inspection fee equal to the vehicle's highest daily award rate.
  - b. Vendor may opt to wait for the next scheduled Board's audit; however, the vehicle will not be permitted to service any Board run until it passes inspection. Unscheduled audits and inspections shall be conducted by the Board as the need warrants as determined by the Board. The Board compliance inspections of both vehicles and all applicable Vendor records shall be an integral part of the audits.
- 7.4. General Office Equipment Requirement: The Vendor is required to provide sufficient equipment to make the office and operations functional. The Vendor must have internet download speeds of at least 25mbs per second, and 10 mbs.

**EXHIBIT B**  
**PRICING FOR SERVICES**  
**(Kaizen Health, Inc.)**

The Vendor rates for this Agreement shall be as set forth below:

<b><i>Fixed Rate Per Mile</i></b> - Please provide the best price for each destination zone and number of vehicles (capacity) you are proposing for that zone at that price. This quote includes no additional charge for passengers and no additional charge for time. *Note: Max # of passengers per vehicle is 6 including the aide. Please refer to the map for zone locations.					
<b>Destination School Zone</b>	<b>Daily Fixed Price/ \$/miles</b>	<b># of Regular Vehicles Available</b>	<b>Daily Fixed Price/ \$/miles</b>	<b># of Paratransit Vehicles with lift Available</b>	<b>Best Midday Rate</b>
<b>Example:</b>	<b>Daily Fixed Price \$1.00 and \$1.00/ mile after 7 miles</b>	<b>50</b>	<b>Daily Fixed Price \$1.00 and \$1.00/ mile after 7 miles</b>	<b>75</b>	<b>Daily Fixed Price \$1.00</b>
<b>Zone 1</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 2</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 3</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 4</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 5</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 6</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 7</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 8</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 9</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b>Zone 10</b>	\$232 per vehicle, \$4.00 per mile	See below	\$232 per vehicle, \$4.00 per mile	See below	\$85 per vehicle one way per route, \$4.00 per mile
<b># of Drivers Available:</b>					
<b># of Vehicles Available:</b>		200			

*\*Pricing includes pick-up/drop-off, time, distance traveled (mileage), tolls, and fuel.*



### ATTACHMENT 1

### CURRENT ZONES MAP:

