

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

FOURTH AMENDMENT TO SUPPLEMENTAL SCHOOL NURSING AND HEALTH MANAGEMENT SERVICES AGREEMENT

(RCM TECHNOLOGIES USA INC. dba RCM HEALTH CARE SERVICES)

This Fourth Amendment to Supplemental School Nursing and Health Management Services Agreement (“**Fourth Amendment**”) is effective as of November 7, 2020 (“**Effective Date**”) and is entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools (“**Board**” or “**CPS**”), and RCM Technologies USA Inc. dba RCM Health Care Services with offices located at 2500 McClellan Avenue, Pennsauken, NJ 08109 (“**Provider**”).

RECITALS

- A. The Board and Provider entered into that certain Supplemental School Nursing and Health Management Services Agreement dated May 1, 2019 (“**Original Agreement**”) for a term commencing May 1, 2019 and continuing through June 30, 2021 (authorized by Board Report 18-1205-PR2-4);
- B. The Board and Provider entered into that certain Amendment to Supplemental School Nursing and Health Management Services Agreement (“**First Amendment**”) to temporarily revise the Scope of Services to address the COVID-19 emergency to add teleservices from March 17, 2020 through August 7, 2020;
- C. The Board and Provider entered in that Second Amendment to Supplemental School Nursing and Health Management Services Agreement (“**Second Amendment**”) to temporarily revise the Scope of Services to address the COVID-19 emergency to add teleservices and services at remote learning sites from September 8, 2020 through November 6, 2020;
- D. The Board and Provider entered into that Third Amendment to Supplemental School Nursing and Health Management Services Agreement (“**Third Amendment**”) to add a nursing retention program for Services provided from September 8, 2020 through November 6, 2020. The Original Agreement and the Third Amendment shall be referred to herein as the “**Existing Agreement**”.
- E. The parties desire to further amend the Original Agreement as hereinafter set forth to extend the teleservices, services at remote learning sites, and nursing retention program identified in the Third Amendment. The Existing Agreement and this Fourth Amendment shall be referred to collectively as the “**Agreement**”.

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

- 1. **Definitions**: Any and all capitalized terms shall have the definition as set forth in the Existing Agreement unless otherwise defined herein.
- 2. **Term**: This Fourth Amendment shall become effective on November 7, 2020 and shall continue through February 28, 2021 (“**Fourth Amendment Period**”).
- 3. **Services**: During the Fourth Amendment Period, Provider shall continue to provide only those Services set forth in the Third Amended Temporary Scope of Services (the “**Amended Services**”), which had been attached and incorporated into the Third Amendment. Following the Fourth Amendment Period, Provider shall revert to providing the Services as described in the Scope of Services attached to the Original Agreement as Exhibit A.
- 4. **Compensation**: During the Fourth Amendment Period, Provider shall be compensated as described in Section 15 of the Third Amended Temporary Scope of Services, which had been attached and incorporated into the Third Amendment.

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5. **Freedom of Information Act**: Provider acknowledges that this Fourth Amendment and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Fourth Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.
6. **Agreement**: Except as expressly provided in this Fourth Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect.
7. **Counterparts and Electronic Signature**: This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.

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

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

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

Date: November 6, 2020

**RCM TECHNOLOGIES USA INC. DBA
RCM HEALTH CARE SERVICES**

DocuSigned by:
Mike Saks
By: _____
Name: Mike Saks

Title: President

Date: 11/3/2020

Approved as to legal form: ^{DS}*CD* ^{DS}*JG* ^{DS}*AB*

DocuSigned by:
Joseph T. Moriarty
Joseph T. Moriarty, General Counsel

Board Report: 20-0923-RS1