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**FIFTH AMENDMENT TO SUPPLEMENTAL SCHOOL NURSING AND HEALTH MANAGEMENT SERVICES AGREEMENT**

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

This Fifth Amendment to Supplemental School Nursing and Health Management Services Agreement ("**Fifth Amendment**") is effective as of January 4, 2021 ("**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 into 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;
- E. The Board and Provider entered into that Fourth Amendment to Supplemental School Nursing and Health Management Services Agreement ("**Fourth Amendment**") to continue Teleservices, services at remote learning sites, and the nursing retention program from November 7, 2020 through February 28, 2021. The Original Agreement and the Fourth Amendment shall be referred to herein as the "**Existing Agreement**"; and
- F. The parties desire to further amend the Existing Agreement as hereinafter set forth to extend the Teleservices and services at remote learning sites identified in the Fourth Amendment, and to add services for COVID-19 surveillance testing and services in care rooms at CPS schools. The Existing Agreement and this Fifth Amendment shall be referred to collectively herein as the "**Agreement**".

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into and made a part of the Fifth 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 Fifth Amendment shall become effective on January 4, 2021 and shall continue through June 30, 2021 ("**Fifth Amendment Period**").

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3. **Services:** During the Fifth Amendment Period, Provider shall provide those Services set forth in the Fourth Amended Temporary Scope of Services (the “**Services**”), attached and incorporated herein as Exhibit A-4. Following the Fifth Amendment Period, Provider shall revert to providing only the Services as described in the Scope of Services attached to the Original Agreement as Exhibit A.
4. **Compensation:** During the Fifth Amendment Period, Provider shall be compensated as described in Section 19 of the Fourth Amended Temporary Scope of Services.
5. **Insurance:** Section 22, Insurance, of the Original Agreement is amended as follows: Subsections 22.4 and 22.5 are deleted in their entirety and replaced with the following language during the Fifth Amendment Period:

22.4 Professional Liability/Errors and Omissions Insurance. Provider shall maintain such coverage covering acts, errors, or omissions in conjunction with the professional services with limits of not less than Five Million Dollars (\$5,000,000.00) per claim. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years following completion of professional services.

22.5 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 Five Million Dollars (\$5,000,000.00) per claim. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or Vendor must secure a 2-year extended reporting provision.

6. **Freedom of Information Act:** Provider acknowledges that this Fifth 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 Fifth Amendment is subject to reporting requirements under 105 ILCS 5/10-20.4
7. **Agreement:** Except as expressly provided in this Fifth Amendment, all terms and conditions of the Existing Agreement are and shall remain in full force and effect.
8. **Counterparts and Electronic Signature:** This Fifth 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 Fifth 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

January 1, 2021  
Date: \_\_\_\_\_

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

DocuSigned by:  
*Michael Saks*  
By: \_\_\_\_\_  
Michael Saks  
President

December 31, 2020  
Date: \_\_\_\_\_

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

Approved as to Legal Form: <sup>DS</sup>*CD* <sup>DS</sup>*JG* <sup>DS</sup>*AB*

DocuSigned by:  
*Joseph T. Moriarty*  
By: \_\_\_\_\_  
Joseph T. Moriarty  
General Counsel

**Attachments**

Exhibit A-4: Fourth Amended Temporary Scope of Services

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**EXHIBIT A-4**

**FOURTH AMENDED TEMPORARY SCOPE OF SERVICES**

**Name of Project:** Supplemental School Nursing and Health Management Services Agreement

**CPS Project Manager:** Rebecca Parker      **E-Mail:** raparker@cps.edu

**Provider's Project Manager:** Marc Chafetz      **E-Mail:** [marc.chafetz@rcmt.com](mailto:marc.chafetz@rcmt.com)

**Fifth Amendment Period:** January 4, 2021- June 30, 2021

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This Fourth Amended Temporary Scope of Services shall be conducted in accordance with the terms of the Supplemental School Nursing and Health Management Services Agreement (the "**Original Agreement**") by and between the Board of Education of the City of Chicago (the "**Board**" or "**CPS**") and RCM Technologies USA Inc. dba RCM Health Care Services ("**Provider**"), as modified by this Fifth Amendment to Supplemental School Nursing and Health Management Services Agreement ("**Fifth Amendment**") (collectively, the "**Agreement**").

This Fourth Amended Temporary Scope of Services sets forth expectations for Services, as defined below, to be performed by Provider during the Fifth Amendment Period. As a result of the COVID-19 pandemic, CPS transitioned to remote learning for all students for the first two quarters of SY20-21 and will begin operating under a hybrid model for learning beginning in January 2021. Per Federal guidance, and where appropriate and feasible, students with disabilities shall continue to receive their recommended special education programs, and related nursing services during this time in extreme situations and where possible. This Fourth Amended Temporary Scope of Services temporarily replaces the Scope of Services attached and incorporated into the Original Agreement and sets forth the Services that will be delivered by Provider during the Fifth Amendment Period.

**1. Overview**

The Chicago Board of Education is the third largest school district in the United States and currently operates 646 schools serving approximately 371,000 students. School nursing services, at the Board's schools are managed by the Office of Diverse Learner Supports and Services ("**ODLSS**").

Provider is responsible for the delivery of supplemental nursing and health management services ("**General Services**") to students aged 3-21 with an Individualized Education Programs ("**IEPs**") or Section 504 Accommodation Plans ("**504 Plans**") in all schools within Chicago Public Schools, including charter schools, contract schools, alternative schools, military academies, turnaround and any others as directed by the Board's Chief Officer of ODLSS or his/her designee. In providing these General Services, Provider is responsible for:

- Delivering Skilled Nursing Services as described in this Fourth Amended Temporary Scope of Services;
- Supervising, overseeing, and managing Provider's staff;
- Recruiting and training Provider's staff;
- Managing, in collaboration with the Board, professional development for Provider's staff;
- Managing the credentialing and record keeping for all of Provider's staff members, and providing CPS staff with access to the credentialing data;
- Managing all timekeeping and invoicing for Provider's staff;
- Ensuring that Provider's Nurses, defined below, have the competency to provide the Skilled Nursing Services, described below, and providing evidence of skill level competency upon request; and
- Managing any subcontractors providing Services on behalf of Provider in the same

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- way as Provider's own staff.
- Provide Skilled Nursing Services to students as outlined by the student's IEP/504.
- Provide supervision of students in the care room due to symptoms of illness until parent pick up occurs.
- Provide personal care services as outlined in the IEP/504 inclusive of personal hygiene services such as toileting and changing of soiled diapers. Personal care support also includes feeding that students are unable to do themselves as outlined in the IEP/504.

During the Fifth Amendment Period, in addition to the General Services, Provider will also provide Teleservices, Remote Learning Supervision Site Services, Care Room Services, and Surveillance Testing Services, all as defined below. These services shall be referred to collectively herein as the "**Services**".

## 2. General Services

### **Skilled Nursing Services ("SNS")**

Provider will provide qualified Licensed Practical Nurses ("**LPN**") and/or Registered Professional Nurses ("**RN**") to administer authorized Skilled Nursing Services to CPS students aged 3-21, as determined appropriate and necessary by the Board based on the licensed health care provider's (i.e., MD, APRN, DO, or PA) prescribed Services. The LPN's and RN's are referred to herein collectively as "**Nurses**". Provider will manage and administer SNS as specified in the student's IEP or Section 504 Plan and approved by the Board. Nurses assigned by Provider will have the skills and requisite licenses to perform Skilled Nursing Services. "**Skilled Nursing Services**" shall include but not be limited to:

- Medication administration via oral-inhalants, topical, subcutaneous, intramuscular, and intranasal;
- Pediatric gastrostomy and jejunostomy tube feeding;
- Pediatric tracheostomy care and management, including all related suctioning (oral, nasal, and tracheal), and reinserting dislodged or plugged tracheostomy cannula;
- Ventilator and supplemental oxygen therapy care (and/or separate oxygen therapy);
- Diastat administration, and the use of the vagus nerve stimulators for students with Epilepsy;
- Epinephrine auto-injection for severe allergic reaction;
- Diabetes Type 1 management, including carbohydrate calculations, insulin administration, and experience working with various insulin delivery systems, including syringes, pens, and pumps;
- Management of major medical conditions, including asthma, seizures, spina bifida, cerebral palsy, allergies, systemic issues (cardiac, respiratory, integumentary, gastrointestinal, gastrourinary, genitourinary, endocrinologic, nephrologic, hematologic, orthopedic, neurological, and auto-immune conditions), and post-surgical, acute and other chronic conditions and treatments;
- Catheterization (urethral and suprapubic);
- Colostomy therapy care;
- Central line monitoring and PICC line monitoring;
- Basic wound care and first aid;
- Registered Nurses can triage to determine disposition of acutely ill children (i.e., to ER via ambulance or parent pick up); and
- Other duties to be performed as directed by the school's principal, the school's Certified School Nurse or Health Service Nurse or the Chief Officer of ODLSS or his or her designee, including, but not limited to medical filing.

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SNS are a related service, which are required to assist a student with a disability to benefit from special education and to access the same general education curriculum opportunities as student's non-disabled peers. SNS must be carried out in accordance with the Illinois Nurse Practice Act, the student's IEP or 504 Plan, and as prescribed by the student's licensed health care provider. During the Fifth Amendment Period, while Nurses must possess SNS, no SNS will be delivered in person to students who are not participating in person learning.

### 3. Teleservices

During the Fifth Amendment Period, in addition to the Remote Learning Supervision Sites described below, Provider shall only provide the services, which are described herein as "**Teleservices**" to students when students are receiving remote learning. Teleservices includes solely weekly check-in sessions conducted virtually by video call or by phone call to the parents/guardians of students with IEP or 504 plans to provide indirect/consultative Services. Video check-in sessions with parents/guardians will be conducted solely on Google hangouts. No other platform will be used for video check-in sessions with parents/guardians. Teleservices only includes the aforementioned check-in sessions and does not include remote medical or therapy telemedicine services. Provider shall not have contact with any students in the course of providing Teleservices. Contact is limited to engagement with the parent or guardian as described herein.

At the start of providing Teleservices, Nurses will share and confirm a schedule for weekly check-in sessions with each student's parent or guardian. Nurses will consult each student's IEP/504 Plan to see what Services each student requires. Then, Provider shall initiate Teleservices in accordance with the agreed upon schedule made with each student's parent/guardian. Provider's clinical managers will schedule periodic check-ins with its Nurses to provide support to Nurses. In accordance with the IL Nurses Practice Act, as well as a matter of best practice to ensure continuity of care, each LPN providing Services under this Fifth Amendment will review IEP/504 Plans with a Certified School Nurse ("**CSN**") or a Health Service Nurse ("**HSN**") to determine what Services need to be covered during weekly check-in sessions and to receive direction on how to conduct Teleservices with parents.

During the aforementioned check-in sessions, Nurses will connect with the parents or guardians of students to touch base to ensure that students have the Services they require. No in-person Services to students will be provided through these check-in sessions. Check-in sessions will be offered to provide parental support, as well as health counseling (recommendations regarding the student's condition and the plan of care). During check-in sessions, Nurses will also conduct focus assessments based on each student's condition to see if students who receive Services under an IEP/504 Plan are receiving the Services they require to address their needs. Provider's Nurses will also provide advice to parents/guardians on resources that could assist with meeting the health needs of each student. After conducting these check-in sessions, Provider's Nurses will collaborate with an RN to discuss the check-in session. Depending on the information Nurses received during the check-in session, Provider may need to have an RN reach out to the student's parent/guardian to conduct a follow-up check-in, to update the student's health information in an upcoming conference for an IEP or 504 plan, or reach out to a medical provider to discuss the information from the check-in session.

Any information gathered during these calls must be documented in paper notes or "**Student Services Management**" ("**SSM**") as described in Section 9. CPS stores student IEPs and Special Education documents on the SSM. Providers will be responsible for supplying all technology (i.e., laptops and computers) to complete Services under this Fifth Amendment. **ODLSS** will provide guidance to Provider on how to code the session location

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to reflect Teleservices.

In order to maintain continuity of care, Provider will have the same Nurse currently working with each student provide the applicable Teleservices whenever possible. Any change in the Nurse providing Teleservices should be limited to cases where the current Nurse is unavailable for an extended period.

#### 4. **Remote Learning Supervision Sites Services**

During the Fifth Amendment Period, certain Remote Learning Supervision Programs (the “**Programs**”) will be available to CPS students in one or more of the targeted communities (“**Targeted Communities**”). Targeted Communities are defined as communities affected by COVID-19 and other disparities and are home to a high proportion of essential workers. Additionally, these communities have a high incidence of child-poverty (high percentage of public school students eligible for free/reduced cost lunch) and inequity. The Programs will ensure that students in the Programs have a safe, quiet and supervised space in which to engage in the district’s remote learning and to receive non-instructional support and assistance, as needed, to support their success in remote learning tasks.

Provider will provide the “**Remote Learning Site Services**” described below to CPS students at the Programs regardless of if the Programs are offered on or off CPS Property. The Programs will likely run outside of typical school hours. It is anticipated that the Programs will run from 8 am to 5pm Monday through Friday. These hours are subject to change by the Board.

Remote Learning Site Services that will be provided by Provider to CPS students at the Programs include the following services:

- Provide Skilled Nursing Services to students as outlined by the student’s IEP/504.
- Provide supervision of students in the care room due to symptoms of illness until parent pick up occurs.
- Provide personal care services as outlined in the IEP/504 inclusive of personal hygiene services such as toileting and changing of soiled diapers. Personal care support also includes feeding that students are unable to do themselves as outlined in the IEP/504.

#### 5. **Care Room Services**

##### **Overview of Care Room Services**

During the Fifth Amendment Period, Provider will provide “**Care Room Services**” at all CPS schools where such services are requested. Each CPS school will have a “**Care Room**” which will serve as supervised temporary transitional space for students who are ill or who have failed a daily health screening and are awaiting pickup by a parent or guardian. Each Care Room must be staffed by a “**Care Room Attendant**” to supervise the room when a student is present. Provider will provide a minimum of 200 and up to 500 staff members to supervise the care room providing non-nursing services at assigned locations. Staff members will receive proper training and background checks, facilitated by Provider. Provider will be responsible for covering absences for all staff assigned to Care Rooms. Care Rooms will be utilized starting January 4th through the remainder of the 2021 school year. Care Rooms will be operational Monday-Friday throughout the school day. Provider shall assign a staff member to be a Care Room Attendant at a specific CPS school. Initial assignments will be based on district needs for Care Rooms. Assignments are subject to change due to shifting needs of each school.

##### **Provider Responsibilities for Care Room Services**

Provider is responsible for providing the following Care Room Services:

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- Supervising, overseeing, and managing Provider's staff, including management of ongoing coverage for non-nursing absences;
- Recruiting and training Provider's staff;
- Managing, in collaboration with the Board, professional development for Provider's staff;
- Managing the credentialing and record keeping for all of Provider's staff members, and providing CPS staff with access to the credentialing data;
- Managing all timekeeping and invoicing for Provider's staff;
- Ensuring that all staff providing Care Room Services have the competency to provide such services including that all staff must have a high school diploma;
- Managing any subcontractors providing Care Room Services on behalf of Provider in the same way as Provider's own staff;
- Providing supervision of students in the Care Room due to symptoms of illness until the student is picked up by a parent or guardian;
- Tracking Care Room attendance;
- Supervise students while in the Care Room;
- Recording the reason a student has been sent to the Care Room;
- If a student is in a Care Room during their lunch period, providing the student with a meal in the Care Room;
- Facilitating transferring students to and from the Care Room;
- Ensuring Care Rooms are fully stocked with PPE;
- In the event the health condition of a student in the Care Room deteriorates and requires immediate emergency attention, Provider is responsible for calling 911 and then notifying the principal, school nurse (if available), and finally the student's parent or guardian
- Provider shall have a pool of substitute staff available to cover absences, call-offs, and no-shows for Provider's Care Room Services assignments. At a minimum, the number of staff in Provider's substitute pool shall equal or exceed 20% of the number of Provider's then current staff for Care Room assignments. Provider shall provide the Board with a roster of all substitute Care Room Services staff upon the Effective Date of the Fifth Amendment and shall continue to provide updated rosters upon the addition or removal of staff. Substitute non-nurse staff must have passed a Background Check, have access to and receive training on the Board's SSM system (as defined below) and receive training on CPS policies and procedures (collectively referred to herein as ("**Onboarding**") in advance of any assignment, before they are needed for coverage. All Onboarding for substitute staff shall be completed within thirty (30) calendar days of the Effective Date of the Fifth Amendment.
- Provider shall have all Test Teams sign a Board provided chain of custody attestation form when packaging each PCR test at the testing sites.
- Provider shall maintain a 24-hour on-call service staffed with professionals who will receive call-off and absence notifications from Care Room Services staff, dispatch substitute Care Room Services staff, answer questions, make scheduling changes, and communicate with both CPS representatives and Provider's Care Room Services staff. Provider shall have systems in place to ensure: 1) that Provider is promptly notified when one of their own Care Room Services staff will be absent; and 2) that Provider can have a substitute Care Room Services staff to timely cover the assignment by the scheduled start time for said assignment. CPS will track Provider's ability to cover absences.
- If a student's parent/guardian, the student's school, or CPS nursing administration is not satisfied with a Provider's staff providing Care Room Services for any reason, Provider shall replace the staff with a new candidate within three (3) business days of request by the Board.
- If Provider is no longer able to fill a Care Room Assignment, Provider must give the CPS Talent manager who gave said assignment five (5) business days' notice before ending its coverage of the Care Room assignment.



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**Payment for Care Rooms Services**

Provider shall be compensated for Care Room Services at a rate of \$23.00 per hour per staff member. Invoices shall be submitted to the Board monthly for Care Room Services. Providers shall be only be paid for services rendered.

If there is any conflict between the terms of this Section 5, Care Room Services, of this Fourth Amended Temporary Scope of Services and the rest of the Fourth Amended Temporary Scope of Services, the terms of this Section 5 shall control with respect to Care Room Services.

**6. Surveillance Testing Services**

**Overview of Surveillance Testing Services**

CPS has created a COVID-19 surveillance testing program (the “**Testing Program**”). The Testing Program will provide COVID-19 testing services directly to asymptomatic Chicago Public Schools staff returning to work in- person at CPS schools on a rotating basis across approximately 500 schools and 20,000 employees.

To support the Testing Program, Provider will provide testing teams (“**Testing Team(s)**”) to provide “**Surveillance Testing Services**”. Each Testing Team will be comprised of a RN and a COVID Testing Technician (“**CTT**”). Each Testing Team will travel between 2 – 4 CPS schools daily to conduct COVID-19 surveillance testing for between 50 – 150 asymptomatic CPS staff members. One RN and one CTT will be paired into a team that will be assigned to a set of 10 – 20 schools (2-4 daily) at which to conduct testing each week. Initial assignments will be based on District needs, and assignments are subject to change due to shifting needs of the district.

Provider must cover absences of all staff assigned to regional pairs. Duties Provider performs under the Testing Program will be performed in accordance with the standards of professional school nurse practice, the Board of Education policies and procedures, and the State of Illinois Nurse Practice Act.

Provider is responsible for the delivery of surveillance testing staff to form traveling Testing Teams that travel to all Chicago Public Schools, where there is need. Provider is responsible for the following Surveillance Testing Services:

- a. Supervising, overseeing, and managing Provider's staff, including management of ongoing coverage for absences;
- b. Recruiting Provider's staff;
- c. Managing the credentialing and record keeping for all of Provider's staff members, and providing CPS staff with access to the credentialing data;
- d. Managing all timekeeping and invoicing for Provider's staff;
- e. Ensuring that staff providing Surveillance Testing Services have the qualification to provide the services, (described below);
- f. Managing any subcontractors providing Services on behalf of Provider in the same way as Provider's own staff.
- g. Managing resources (PPE, tests, etc.) by reporting to their regional distribution center at the beginning of each day, collecting disposables and biohazards throughout the day, and returning these materials and the distribution center at the end of the day;
- h. Traveling to 2 – 4 school test sites daily to conduct asymptomatic surveillance testing for 50-150 asymptomatic CPS school-based staff;
- i. Working with on-site CPS school staff (including administrators and other school personnel) to coordinate testing logistics, including set up and break down of testing locations and ensuring compliance with social distancing and other health and safety best practices;

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- j. Managing the intake and consent process for all testing participants;
- k. Administering BinaxNOW antigen test to asymptomatic school-based staff according to the provided schedule and dismissing staff back to work after the test is completed;
- l. Monitoring BinaxNOW test results and following up with any individuals who had a presumptive positive or invalid test
- m. For presumptive positives BinaxNOW tests, administering a PCR test and providing individual with education around next steps with tested individual and relevant school staff
- n. Overseeing the data collection and reporting of positive and negative BinaxNOW tests to CPS and CPS' vendor, Bidesix

Surveillance testing will begin on January 4, 2021 and continue through the remainder of the 2021 school year. Surveillance testing will be operational Monday-Friday throughout the school day.

**Provider Responsibilities for Surveillance Testing Services**

- a. Provider shall recruit RNs and CTTs according to the following schedule and will immediately communicate to the Board any concerns about reaching the following deadlines and goals. The targets below are subject to change at the discretion of the Board
  - 1. January 4, 2021: 10-12 RNs and 10-12 CTTs instated
  - 2. January 11, 2021: 20-24 RNs and 25-27 CTTs in stated
  - 3. January 18, 2021: 30-36 RNs and 40-42 CTTs instated
  - 4. January 25, 2021: 46 RNs and 45-47 CTTs instated

\*Note: The parties understand the above numbers are cumulative; therefore, the total number RNS projected to be provided by January 25<sup>th</sup> is 46 and the total number of CTTs projected to be provided by January 25<sup>th</sup> is 45-47.

- b. Provider shall have a pool of substitute surveillance testing staff available to cover absences, call-offs, and no-shows for Provider's assignments. At a minimum, the number of staff in Provider's substitute pool shall equal or exceed 20% of the number of Provider's then current RN and CTT teams. Provider shall provide the Board with a roster of all substitute RN and CTT upon the Effective Date of the Fifth Amendment shall continue to provide updated rosters upon the addition or removal of staff. Substitute staff must have passed a Background Check, have access to and receive training on the Board's SSM system (as defined below) and receive training on CPS policies and procedures (collectively referred to herein as ("**Onboarding**") in advance of any assignment, before they are needed for coverage.
- c. Provider shall maintain a 24-hour on-call service staffed with professionals who will receive call-off and absence notifications from RNs or CTTs, dispatch substitute RNs or CTTs, answer questions, make scheduling changes, and communicate with both CPS representatives and Provider's staff. Provider shall have systems in place to ensure: 1) that Provider is promptly notified when one of their own staff will be absent; and 2) that Provider can have a substitute RN/CTT to timely cover the assignment by the scheduled start time for said assignment. CPS will track Provider's ability to cover absences.
- d. If Provider is no longer able to fill a Surveillance Testing Assignment, Provider must give the CPS Talent manager who gave said assignment five (5) business days' notice before ending its coverage of the Surveillance Testing Assignment.

**Qualifications for Personnel Providing Surveillance Testing Services**

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- a. **Registered Nurse:** Provider shall ensure all of its RNs have the following qualifications and requirements prior to assigning them to provide Surveillance Testing Services to CPS students:
  - Associates degree in Nursing from an accredited college or university
  - Valid Illinois nursing license
  - A valid driver's license and have access to a vehicle to drive to multiple locations in a day
  - Have completed a background check, as specified by CPS
- b. **COVID Testing Technician:** Provider shall ensure all of its CTTs have the following qualifications and requirements prior to assigning them to provide Services to CPS students:
  - A high school diploma
  - A valid driver's license and have access to a vehicle to drive to multiple locations in a day
  - Have completed a background check, as specified by CPS

### **Payment for Surveillance Testing Services**

Provider shall be compensated for Surveillance Testing Services based on an hourly rate of \$47.95 per hour per RN and \$25.00-\$30.00 per hour per CTT. Providers shall be only be paid for services rendered. Invoices shall be submitted to CPS weekly for Surveillance Testing Services.

If there is any conflict between the terms of this Section 6, Surveillance Testing Services, of this Fourth Amended Temporary Scope of Services and the terms of the rest of the Fourth Amended Temporary Scope of Services, the terms of this Section 6 shall control with respect to Surveillance Testing Services.

### **7. Time and Frequency of Care**

Provider shall follow the CPS school calendar available on the CPS website regarding school calendars for both regular and summer school calendars and school closures. The regular school year is 180 days; summer school varies between four (4) to six (6) weeks.

### **8. Types of Assignments**

- a. **Routine Assignments:** Routinely-scheduled assignments for General Services and Teleservices that continue from a previous school year or are designated in an IEP, Section 504 Plan, or a healthcare plan are "**Routine Assignments**". All assignments listed in this Subsection 8.a and in Subsection 8.b below shall be considered Routine Assignments. If the Provider accepts a Routine Assignment, then they must fill it within 48 hours of receipt of request. Routine Assignments shall include, but are not limited to:
  - i. Continuous Nursing Service: "**Continuous Nursing Service(s)**" requires the implementation of skilled nursing care continuously throughout the school day, with minimal interruptions. A description of the continuous nursing need will be indicated in the student's IEP or Section 504 Plan. The need for continuous nursing is based on medical treatments prescribed by a licensed health care provider and the assessment and nursing judgment of the CNS or HSN. Continuous Nursing Services begin the moment the qualified nursing staff is assigned the student. Continuous Nursing Services end when the student: 1) at the end of the school day; or 2) when the student's medical care is transferred to another equally

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qualified medical personnel, such as a member of EMS (911 calls); and

ii. Itinerant Nursing Service: "**Itinerant Nursing Services**" requires the implementation of skilled nursing care intermittently to meet a student's need. A description of the Itinerant Nursing Services need will be indicated in the student's IEP or Section 504 Plan. The need for Itinerant Nursing Services is based on medical treatments prescribed by a licensed health care provider and the assessment and nursing judgment of the CSN or HSN. A student receiving Services classified as Itinerant Nursing Services may receive Services between fifteen (15) minutes and three (3) hours daily. An Itinerant Nursing Services assignment may consist of a series of check-ins to different students requiring this level of care. Itinerant Nursing Services assignments may be billed at a 2-hour minimum.

- b. **Hard-to-Fill Routine Assignments:** Routine Assignments may be designated by the Board as "**Hard- to-Fill**" based on the geographic location of the assignment, the amount of time that Service is required (i.e., the number of days of week that must be devoted to providing Services in a Hard- to-Fill assignment), the skill level of Skilled Nursing Services required, or other factors as determined by the Board. Examples of the kinds of services that are Hard-to-Fill include, but are not limited to:
- Pediatric tracheostomy care and management;
  - Ventilator care; and
  - Central line monitoring/ PICC line monitoring.

If the Provider accepts a Hard-to-Fill assignment, then it must be filled within five (5) calendar days of the request.

- c. **Non-Routine (Emergency) Assignments:** Non-routine (emergency) assignments include last-minute uncovered assignments or other urgent need for a Nurse ("**Emergency Assignments**"). If the Provider accepts an Emergency Assignment, the assigned Nurse must be on site within 2 hours of notice from the Board or the scheduled assignment start time, whichever is earlier. However, if the Provider's Routine Assignment staff does not show up for a Routine Assignment, coverage of that no-show shall not constitute an Emergency Assignment. Provider must cover absences of all Routine Assignments.

## 9. Responsibilities of Provider

- e. Provider shall have a pool of substitute Nurses available to cover absences, call-offs, and no-shows for Provider's assignments. At a minimum, the number of Nurses in Provider's substitute pool shall equal or exceed 20% of the number of Provider's then current Nurses filling Routine Assignments. Provider shall provide the Board with a roster of all substitute Nurses upon the Effective Date of the Fifth Amendment shall continue to provide updated rosters upon the addition or removal of Nurses. Substitute Nurses must have passed a Records Checks, have access to and receive training on the Board's SSM system (as defined below) and receive training on CPS policies and procedures (collectively referred to herein as ("**Onboarding**") in advance of any assignment, before they are needed for coverage. All Onboarding for substitute Nurses shall be completed within thirty (30) calendar days of the Effective Date of the Fifth Amendment.
- f. Provider shall maintain a 24-hour on-call service staffed with professionals who will receive call-off and absence notifications from Nurses, dispatch substitute Nurses, answer questions, make scheduling changes, and communicate with both CPS representatives and Provider's Nurses. Provider shall have systems in place to ensure: 1) that Provider is promptly notified when one of their own Nurses will be absent; and 2) that Provider can have a substitute Nurse to timely cover the assignment by the scheduled start time for said assignment. CPS will track Provider's ability to cover absences.

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- g. Provider's Nurses shall **only** use the Board's database to document and store student records called SSM to document Progress Notes (as defined below). Provider's Nurses shall document in the Board's SSM database all interventions and Services provided to students in progress notes, nursing charts, and other records (collectively referred to herein as ("**Progress Notes**") within three (3) business days of provision of Telehealth, although it is considered best practice to complete documentation of Progress Notes on the same day that Services are provided. CPS reserves the right to require Provider to replace Nurses who fail to complete Progress Notes on time. CPS will also track Provider's performance on timely documentation of Progress Notes as a Key Performance Indicator. In addition, payment will be withheld for any Services that are not documented in a student's Progress Notes.
- h. If a student's parent/guardian, the student's school, or CPS nursing administration is not satisfied with a Provider's Nurse for any reason, Provider shall replace the Nurse with a new candidate within three (3) business days of request by the Board.
- i. If Provider is no longer able to fill a Routine Assignment, Provider must give the CPS nurse coordinator who gave said assignment five (5) business days' notice before ending its coverage of the Routine Assignment.
- j. Provider shall have a management structure in place with nursing supervisors who provide both administrative and clinical supervision of the Nurses (both LPN and RN) who provide direct Skilled Nursing Services to students. Supervisors shall have the qualifications identified in Section 10 of this Fourth Amended Temporary Scope of Services. Supervisory responsibilities shall include, but may not be limited to, the following:
- Conduct training and orientation for Provider's employees on Provider's and Board's policies;
  - Provide clinical instruction and assessment to Provider's employees to ensure clinical competencies of personnel at the time of hiring, annually, and as necessary;
  - Provide orientation to Provider's Nurses regarding any new student and/or school assignment requiring Skilled Nursing Services;
  - Provide professional development (continuing education) to Provider's Nurses on pediatric school-related topics and safety issues, which may include introduction of new durable medical equipment and/or supplies;
  - Review licensed medical provider's orders, service documentation records, and treatment plans to gain knowledge of the student's medical condition to properly care for the student; and
  - Communicate with student's licensed medical providers as needed.

Provider must submit invoices electronically, connecting with the appropriate purchasing and student information systems at the Board. The Board will review and approve payment for submitted invoices based on accuracy and compliance with contractual terms.

## 10. Qualifications of Personnel

Provider's staff shall possess the below qualifications unless qualifications for a position are specified elsewhere in this Fourth Amended Temporary Scope of Services.

- c. **Nurses.** Provider shall ensure all of its Nurses have the following qualifications and requirements prior to assigning them to provide Services to CPS students:
- Possess current State of Illinois nursing license (RN or LPN) as issued by the

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- Illinois Department of Professional Regulations;
  - Possess current certification in Basic Life Support ("**BLS**"), Healthcare Provider cardiopulmonary resuscitation ("**CPR**") with automated external defibrillator ("**AED**") for children and adults, and First Aid; and
  - Possess the knowledge, skills, and abilities to competently perform the Skilled Nursing Services as defined in this Fourth Amended Temporary Scope of Services.
- d. **Supervisors.** Provider shall ensure that its supervisors or managers must, at minimum, meet the following qualifications and requirements:
- Possess current State of Illinois nursing license as an RN with a Bachelor of Science in Nursing (BSN);
  - Possess current certification in BLS, CPR for children and adults, and First Aid; and
  - Possess the knowledge, skills and abilities to competently perform the Skilled Nursing Services as defined in this Fourth Amended Temporary Scope of Services.

## 11. Fulfilling Nursing Assignments

- a. **Customer Service:** Provider shall be responsive to the needs of the students receiving nursing care, their parents, and the Board (including schools, principals, and ODLSS). Any and all communications (questions, issues, complaints) directed toward Provider regarding the Services being provided under this Fourth Amended Temporary Scope of Services must be addressed and/or resolved within 24 hours of the communication. Provider will report in writing any and all such communications to the Board on a daily basis and will indicate response times for each communication.
- b. **Student's Nursing Charts/Records/Progress Notes:** Provider shall ensure that all Nurses document all relevant nursing interventions and Services provided in the student's Progress Notes maintained at the school, in accordance with professional nursing standards including the Illinois Nurse Practice Act (225 ILCS 65), as amended. Nurses shall document such Services using only the Board's SSM database. Provider shall ensure that Progress Notes written by a **LPN** are approved by a Registered Nurse (HSN or CSN) within seven calendar (7) days of the Services, in accordance to Chapter U-200 Handbook for Local Education Agencies to ensure that the Board can receive Medicaid reimbursement for these Services. In the event Progress Notes are not approved within seven calendar (7) days due to a failure by Provider as determined in the sole discretion of the Board, the Board will not compensate Provider for those Services. Provider must ensure Nurses receive training on the use of the SSM system prior to providing the Nurses with access to the system. Student Progress Notes shall be considered educational records and the property of the Board. Upon completion of the school year, Progress Notes will be filed as part of the student educational record. It is imperative that all Progress Notes are captured in a timely manner and contain correct information.
- c. **Use and Disclosure of Confidential Information:** As stated in the Agreement, Provider will ensure confidentiality of all Services performed, information received or generated pursuant to this Agreement, as well as the privacy and confidentiality rights of all students and parents, as required by law. All records kept in connection with this Fourth Amended Temporary Scope of Services must be kept and be up to date, compliant, available for inspection, and maintained in accordance with all requirements of this Fourth Amended Temporary Scope of Services, including but not limited to those concerning confidentiality, e.g., Family Educational Rights and Privacy Act ("**FERPA**"), Health Insurance Portability and Accountability Act ("**HIPAA**"). To the extent that the Board and Provider may exchange or share documents or Confidential Information electronically, both parties shall

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ensure that the most restrictive settings are used while still allowing for performance (i.e., share with specific people, specify view only, disable options to download, print, and copy and prevent editors from changing access and adding new people or forwarding the document).

- Provider shall ensure all Provider's staff and Nurses are properly supervised by Provider, as required by this Fourth Amended Temporary Scope of Services and by applicable laws, rules, regulations, and professional standards and practices. It is understood and agreed that Provider shall not supervise any CPS staff.

## 12. Personnel Training

- a. **Training:** Provider shall provide training to Provider's staff and shall ensure that all Provider's staff members are trained as required by this Fourth Amended Temporary Scope of Services and the professional standards and practices of the Illinois Nurse Practice Act. Provider will ensure that all onboard training is conducted and successfully completed **PRIOR TO** any assignment being made and prior to Services being provided and that continuing training is done throughout the school year.
- b. **Orientation:** In addition to training outlined above, all staff providing Skilled Nursing Services must receive a brief orientation on any new assignment(s) covering important relevant information (e.g., the students, Services or interventions, durable medical equipment, the school, and the school personnel) prior to undertaking an assignment.
- c. **Documentation:** Provider is responsible for documenting and tracking training, completion, and requirements.
- d. **Communication:** Provider is responsible for communicating clearly and effectively with parents and school personnel as needed.

## 13. Conduct

All Provider staff members must wear a picture identification badge listing agency name, employee name, and position (e.g., RN, LPN, and Nurse Supervisor) at all times while providing Services. Provider's staff, employees, subcontractor, and agents must maintain a professional attitude, work ethic, and appearance. Provider's staff must abide by Board policies and protocols and must be accessible for observations without notice by designated Board personnel and provide Services, as specified in this Fourth Amended Temporary Scope of Services and the students' IEPs or Section 504 Plans (where applicable). Provider shall ensure that each Nurse documents in the Board's SSM database. Provider's Nurses and staff must report time to Provider which will then be reported in a timely manner to CPS. All staff will record their time and report it to Provider. Provider will then invoice CPS for the hours its staff have reported.

## 14. Timekeeping

- a. **Billable Time Increments.** It is understood and agreed that any period of work of less than an hour shall be computed on a pro rata basis to the nearest quarter ( $\frac{1}{4}$ ) hour.
- b. **Failure to properly document time.** If any of Provider's Nurses or staff fail to document Services, and Provider is unable to document that employee's hours using the daily time sheet (as described in and attached to the Operations Manual) or an NOB Form, the Board shall not pay for that Provider's Nurses or staffs' hours.

## 15. Credentialing

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Provider shall maintain records providing proof that all staff are fully and currently qualified to provide the Services described in this Fourth Amended Temporary Scope of Services. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB testing; Background Check. The Board reserves the right to refuse the Services of any Provider approved staff, employee, agent, volunteer, or prospective employee of the Provider for any reason or for no reason.

## 16. Operational Requirements

- a. **Reporting:** If requested by the Board, Provider shall provide data and written reports to the Board, in a form approved by the Board, concerning general operations for each Service type. Reports may include the following: monthly spend, current assignment list, daily report of unfilled absences and open assignments, report dispute resolution results, monthly report of documented Service records, monthly scorecard on (“**Key Performance Indicators**”), described below, and any other information as requested by the Board. Proposer may also be required to provide evidence and information relating to the Key Performance Indicators included below.
- b. **Recordkeeping Requirements for Drug and Alcohol Testing Program:** Written documentation must be maintained by Provider that documents all staff and Nurses selected for random drug and/or alcohol testing. The process used to select individuals for random testing shall be documented by Provider and the results of all tests must also be maintained by Provider.

## 17. Nurse Retention Program

To ensure that Provider’s Nurses return to providing Services to the Board hereunder when schools reopen, the nurse retention program (“**Nurse Retention Program**”) described below has been created. This Nurse Retention Program will only continue through February 28, 2021.

Under the Nurse Retention Program, the Board will pay Provider for thirty (30) hours per week per Nurse in accordance with the Nursing bill rates applicable to the assignment in Exhibit C (Schedule of Compensation) of the Original Agreement for each “**Available Nurse**”, defined below.

For purposes of this Amendment, “**Available Nurse**” means any Nurse that was providing Services to the Board under the Agreement as of June 19, 2020, and is currently still available to provide Teleservices. The Board shall be solely responsible for, seeking any reimbursement from Medicaid or any similar government payer for fees paid to Provider for Teleservices actually performed. Provider shall provide reasonable assistance to the Board in such reimbursement requests. To receive retention payments, Provider must pay the Available Nurses at the rates it is receiving retention payments for under the Agreement and continue to employ the Available Nurses.

In an effort to maximize the effectiveness of this Nurse Retention Program, if an Available Nurse does not return to provide Services to the Board as described in the Original Agreement upon reopening of schools in the district, the Board shall have the right to receive a refund for each Available Nurse who did not return. The Board shall receive a refund from Provider in the full amount the Board paid to Provider for non-working hours for each Available Nurse who did not return to provide Services upon the reopening of schools. However, if Provider replaces such Available Nurse within five (5) school days of the reopening of schools, Provider will only pay CPS fifty percent (50%) of the amount paid to Provider for any non-working hours paid for that specific Available Nurse. This provision shall survive the expiration of the Fifth Amendment Period. Refunds will be assessed upon the reopening of schools by CPS.

## 18. Key Performance Indicators

The Key Performance Indicators shall be as follows:



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<b>Performance Indicator</b>	<b>Measurement</b>	<b>Target.</b>
Quality of Nurses provided	Assessment will be conducted by principals and CPS nurse coordinators	100% of Nurses rated satisfactory or higher
Ease and accuracy of billing	Percent of invoices submitted that accurately reflect Services rendered; ability of Provider to provide billing information in any electronic format requested by CPS	100% of invoices submitted by Provider accurately
Quality of clinical and administrative supervision	Assessment will be conducted by CPS nurse coordinators	Clinical and administrative supervision is rated satisfactory or higher
Ability to cover absences and fill assignments by designated start time	Number of days an assignment is filled with the assigned Nurse or covered by a substitute Nurse (summed for all Provider's assignments), divided by the total number of days of the assignment (summed for all Provider's assignments)	Assignments are filled or covered by Provider 100% of the time.
Timeliness of completing Progress Notes	Percent of accurate Progress Notes submitted within three (3) business days of Service being provided.	Progress Notes are entered within three (3) business days 100% of the time.

## 19. Compensation

Provider shall be compensated for all Services, except those specifically listed below, in accordance with the Schedule of Pricing attached to the Original Agreement as Exhibit C.

For Services provided by Provider from March 17, 2020 through February 28, 2021, Provider will receive retention payments in accordance with Section 17, Nurse Retention Program, above. The Nurse Retention Program shall only continue through February 28, 2021.

Provider shall be compensated for Care Room Services at a rate of \$23.00 per hour per staff member. Invoices shall be submitted to the Board monthly for Care Room Services.

Provider shall be compensated for Surveillance Testing Services based on an hourly rate of \$47.95 per hour per RN and \$25.00-\$30.00 per hour per CTT. Providers shall be only be paid for services rendered. Invoices shall be submitted to CPS monthly for Surveillance Testing Services.