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THIRD AMENDMENT TO SUPPLEMENTAL SCHOOL NURSING AND HEALTH MANAGEMENT SERVICES AGREEMENT

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

This Third Amendment to Supplemental School Nursing and Health Management Services Agreement ("**Third Amendment**") is effective as of September 8, 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 to 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 to November 6, 2020;
- D. The parties desire to further amend the Original Agreement as hereinafter set forth by revising the scope of services to add a nursing retention program. The Original Agreement and this Third 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 Second 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 Original Agreement unless otherwise defined herein.
2. **Term**: This Third Amendment shall become effective on September 8, 2020 and shall continue through November 6, 2020 ("**Third Amendment Period**").
3. **Services**: During the Third Amendment Period, Provider shall provide only those Services set forth in the Third Amended Temporary Scope of Services (the "**Amended Services**") attached hereto and incorporated herein as Exhibit A-3. During the Third Amendment Period, Exhibit A-3 replaces Exhibit A that was attached and incorporated into the Original Agreement. All references to Exhibit A in the Agreement shall be understood to be references to Exhibit A-3 during the Third Amendment Period. Following the Third 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 Third Amendment Period, Provider shall be compensated as described in Section 15 of the Third Amended Temporary Scope of Services.
5. **Freedom of Information Act**: Provider acknowledges that this Third 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 Third Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.

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6. **Agreement**: Except as expressly provided in this Third Amendment, all terms and conditions of the Original Agreement are and shall remain in full force and effect.
7. **Counterparts and Electronic Signature**: This Third 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 Third 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

octor 31, 2020
Date: _____

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

DocuSigned by:
Michael Saks
By: _____
Michael Saks
Name: _____

President
Title: _____
octor 27, 2020
Date: _____

Approved as to legal form:   

DocuSigned by:
Joseph T. Moriarty

Joseph T. Moriarty, General Counsel

Authority: 20-0923-RS1

Attachments

EXHIBIT A-3: Third Amended Temporary Scope of Services

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EXHIBIT A-3

THIRD AMENDED TEMPORARY SCOPE OF SERVICES

This Third 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 Third Amendment to Supplemental School Nursing and Health Management Services Agreement ("**Third Amendment**") (collectively, the "**Agreement**").

This Third Amended Temporary Scope of Services sets forth expectations for Services, as defined below, to be performed by Provider during the Third Amendment Period and the creation of a nurse retention program. As a result of COVID-19, CPS has transitioned to remote learning for all students for the first quarter of SY20-21. 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 Temporary Third Amendment Scope of Services temporarily replaces the Scope of Services attached and incorporated into the Original Agreement and sets forth the amended Services that will be delivered by Provider during the Third 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 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 (collectively the "**Services**"). In providing these Services, Provider is responsible for:

- Delivering Skilled Nursing Services as described in this Temporary Third Amended 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 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.

2. Services

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a. 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.

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 Third Amendment Period, while Nurses must possess SNS, no SNS will be delivered in person. Rather, Nurses will only provide the Teleservices described below.

3. Teleservices

During the Third Amendment Period, in addition to the Remote Learning Supervision Sites described below in Section 4, and while the Board is conducting remote learning to address the COVID-19 emergency, Provider shall only provide the Services, which are described herein as "**Teleservices**." 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

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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 Third 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 5(c). 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 Third Amendment. **ODLSS** will provide guidance to Provider on how to code the session location 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 Third 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

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support their success in remote learning tasks.

Provider will provide the 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.

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. 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.

6. Types of Assignments

- a. **Routine Assignments:** Routinely-scheduled assignments for Services 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 4.a and in Subsection 4.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 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

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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.

7. Responsibilities of Provider

- a. 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 Third 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 Third Amendment.
- b. 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.
- c. 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.
- d. 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.

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- e. 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.
- f. 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 6 of this Third 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.

8. Qualifications of Personnel

- a. **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 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 Third Amended Temporary Scope of Services.
- b. **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 Third Amended Temporary Scope of Services.

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9. 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 Third 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 Third 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 Third 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 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 Third 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.

10. 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 Third 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.

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- 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.

11. 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 Teleservices. 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 the students' IEPs or Section 504 Plans. Provider shall ensure that each Nurse documents in the Board's SSM database. Provider's Nurses must report time to Provider which will then be reported in a timely manner to ODLSS. Nurses will record their time and report it to Provider. Provider will then invoice CPS for the hours its Nurses have reported.

12. 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 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 Hours.

13. Credentialing

Provider shall maintain records providing proof that all Burses are fully and currently qualified to provide the Services hereunder. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB testing; Records 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.

14. 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

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random testing shall be documented by Provider and the results of all tests must also be maintained by Provider.

15. 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 the end of the Third Amendment Period.

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 B (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 Third Amendment Period. Refunds will be assessed upon the reopening of schools by CPS.

16. Key Performance Indicators

The Key Performance Indicators shall be as follows:

Performance Indicator	Measurement	Target.
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

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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.