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**ATHLETIC TRAINER PROVIDER AGREEMENT**

This Athletic Trainer Provider Agreement (this “**Agreement**” or “**Contract**”) is entered into as of April 1, 2022 (the “**Effective Date**”), with services scheduled to commence on or about August 8, 2022, between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (“**Board**” of “**CPS**”) and ATI Holdings LLC (“**Contractor**” or “**Vendor**”) (each a “**Party**” and collectively the “**Parties**”).

**RECITALS**

- A. The Board issued a Request for Proposals Specification No. 22-472 (the “RFP”) in which the Board sought sports athletic training coverage and related services;
- B. Vendor responded to the aforementioned RFP by submitting a proposal and, on the basis of Vendor’s representation that it has the requisite knowledge skill, experience and resources necessary to perform such services, Vendor was subsequently selected as a provider of Services as is detailed further in this Agreement;
- C. The Parties now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services and products will be furnished by Vendor.

**NOW, THEREFORE**, in consideration of the foregoing recital which is incorporated herein by this reference and the agreements, covenants and conditions set forth herein, Contractor and Board hereby agree as follows:

1. **ENGAGEMENT.** Board hereby engages Contractor and Contractor hereby accepts such engagement to provide such athletic training services for Board which are set forth in Exhibit A-1 attached hereto (the “District Wide Services”). The Board hereby further engages Contractor and Contractor hereby accepts such engagement to provide such athletic training services for Board which are set forth in Exhibit A-2 attached hereto (the “School Based Services”) for student-athletes of the Schools on or about School premises or, if traveling away from School premises, at such other premises as student-athletes are competing or performing, subject to the terms of this Agreement, including Exhibit A-2 (Collectively, Exhibit A-1 and Exhibit A-2 are Group Exhibit A, the “Scope of Services”). Contractor will not provide any service to the Board which is not set forth in Group Exhibit A. The Services shall be provided for and on behalf of the Contractor unto the Board and student-athletes exclusively by one or more licensed athletic trainers who is licensed under the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 *et. seq.*) (a “Trainer”).

2. **COMPENSATION.**

- 2.1 **Compensation:** Compensation for Services during the Term payable to Contractor, and the schedule and method of compensation, are set forth in Exhibit A-1 . The total maximum compensation payable to Vendor during the Term shall not exceed the amount stated in the Board Report, cited on the signature page of this Agreement, as may be amended (“Maximum Compensation”), without the prior approval of the members of the Board and a written amendment to this Agreement.

It is understood and agreed that the Maximum Compensation Amount is a 'not-to-exceed amount' and is not a guaranteed payment. The Board shall not reimburse for any expenses other than as specified herein. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the

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effective date of termination and Vendor shall promptly refund to the Board any payments received for Services and deliverables not provided.

2.2 Billing and Payment Procedures: All invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include your Vendor name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Vendor)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Information regarding the school which received the service, the time period for service, and any additional details regarding service agreed upon by the Parties.

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services provided under this Agreement.

3. **TERM OF CONTRACT**. The term of the Contract will commence April 1, 2022, and shall continue until March 31, 2025, ("Term"), unless terminated sooner as provided in the Contract. The Board shall have two (2) options to renew the Contract for respective periods of one (1) year each under the same terms and conditions as in the original Contract (each a "Renewal Term").

4. **TERMINATION, SUSPENSION OF SERVICES, EVENTS OF DEFAULT, REMEDIES, AND TURNOVER OF DOCUMENTS**.

4.1. **Early Termination**. The Board may terminate the Contract in whole or in part, without cause or penalty, at any time, by a notice in writing from the Board to Vendor in accordance with the notice provisions herein. The effective date of termination shall be ninety (90) calendar days from the date the notice is received, or the date stated in the notice, whichever is later.

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

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Contract.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

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

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- A. Any action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff.
- B. Any material breach of any material misrepresentation by either Party in the inducement or the performance of the Contract.
- C. Any material breach of any term, condition, representation or warranty made by either Party in the Contract.
- D. Failure of either Party, as applicable, to perform any of its obligations under the Contract, including, but not limited to, the following:
  - i. Failure to perform any material portion of the Services in the manner specified in the Contract.
  - ii. Discontinuance of the Services for reasons within Vendor's reasonable control.
  - iii. Failure to comply with any material term of the Contract, including but not limited to, the provisions concerning insurance, nondiscrimination, and any other acts specifically and expressly stated in the Contract constituting an Event of Default.
- E. Where Services include contact with CPS students, any failure to comply with the Background Check requirements, in whole or in part.
- F. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within sixty (60) days of the date of its filing.

- 4.3. **Remedies.** Upon a material breach of this Agreement by either party, the non-breaching party may thereafter terminate this Agreement at any time upon at least thirty (30) days prior written notice to the breaching Party, provided that the non-breaching party must first give notice of the material breach to the breaching party and a thirty (30) day period of cure (upon the breaching party's cure of the breach during such period, no such breach will be deemed to have ever existed).

Upon the occurrence of an Event of Default without cure, the non-breaching party may invoke any or all of the following remedies:

- A. Terminate the Contract, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the non-breaching party.
- B. Suspend the performance of Services during the Cure Period if the default results from an action or failure to act by Vendor which affects the safety and/or welfare of students or Board staff. In the event that the performance of Services is resumed, Vendor shall not be entitled to seek reimbursement from the Board for any additional costs and expenses incurred as a result of the remobilization.
- C. Money damages.
- D. Deem Vendor non-responsible in future contracts to be awarded by the Board, and/or seek debarment of the Vendor pursuant to the Board's Debarment Policy (19-0626-PO1), as may be amended from time to time.

The remedies under the terms of the Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in

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addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

- 4.4. **Turnover of Documents and Records.** Upon demand of the Board after termination of the Contract for any reason or the expiration of the Contract by its terms, Vendor shall turn over to the Board or its designee within thirty (30) days of demand, all materials, supplies, equipment owned or purchased by the Board, completed or partially completed work product or analyses, data, computer disks, documents and any other information relating in any way to the Contract or the performance or furnishing of Services, except that Vendor may keep a copy of such information for its own records subject to the terms of the Contract.
5. **SCHOOL CONTACT PERSON.** The Board shall select a contact person for each School (a "School Contact Person") who will be responsible for communicating with Contractor and Athletic Trainers regarding all matters in relation to the Services.
6. **SCHEDULING.** Contractor will plan and coordinate with the School Contact Person at the beginning of each sport's or competition's season to determine the following: (i) the Trainer's School visitation schedule including all practices and games or competitions; (ii) the weekend, holiday and/or Saturday athletic events that an Athletic Trainer will attend, and (iii) all "away" or "out-of-town" athletic events that an Athletic Trainer will attend.
7. **FACILITIES.** Board shall provide reasonable, healthful, and conducive facilities at the School for the Trainer to conduct examinations and other athletic training services. When necessary and at the request of the Trainer, the Board shall also ensure the presence of the parent, coach or Board employee or agent during the examination and/or treatment of student-athletes.
8. **CONFIDENTIAL INFORMATION.**
  - 8.1. **Definitions.**
    - A. **Confidential Information:** In the performance of this Agreement, each party (the "Receiving Party") may have access to or receive certain information relating to or about the other (the "Disclosing Party") that is not generally known to others ("**Confidential Information**"). Such Confidential Information may include but is not limited to: Student-Generated Content (hereinafter defined), Student Data as further defined below, and any information that would not otherwise be deemed public information including but not limited to: personally identifiable information of non-students, deliberative and preliminary technical data and specifications, software, incident or injury data, ideas, and information related to CPS's operations, business, or financial data such that disclosure would impact the safety and security of CPS Schools, its staff, and its student population, or where disclosure would constitute a breach of information under applicable state or federal law. It is understood and agreed that Confidential Information also includes proprietary and confidential information of third parties that is provided to the Receiving Party pursuant to this Agreement. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of the Receiving Party; (ii) made available to the Receiving Party from an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by the Receiving Party to have been independently developed or obtained by the Receiving Party without violating the confidentiality obligations of this Contract and any other agreements with the Disclosing Party. Notwithstanding the aforementioned, the Parties acknowledge that this Agreement and

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records generated thereunder may be subject to disclosure under the Freedom of Information Act.

- B. **Student Data.** “**Student Data**” means any data, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology, by the Board, its employees, agents, subcontractors, students, parents or legal guardians of any CPS students relating to a CPS student. For purposes of this Contract, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.
  - C. **De-Identified Data.** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data.
  - D. **Student Generated Content:** The term “Student-Generated Content” means materials or content created by a student in the Services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and videos.
- 8.2. **Use of Confidential Information.** The Receiving Party shall only use Confidential Information for the sole purpose of providing the Services and performing such obligations as are necessary under this Agreement, and shall not disclose the Confidential Information except to those of its directors, officers, agents, servants, employees, and contractors who have a need to access the Confidential Information in order to perform the Services and other obligations set forth in the Contract. The Receiving Party shall not copy or otherwise reproduce in any manner whatsoever the Confidential Information for any purposes outside the terms of the Contract without the prior written consent of the Disclosing Party, except where required for its own internal use solely to deliver the Services under this Contract and strictly in accordance with the terms of this Contract. Receiving Party shall use at least the same standard of care in the protection of Confidential Information as Receiving Party uses to protect its own confidential information, but in any event, such Confidential Information shall be protected in at least a commercially reasonable manner and in compliance with all applicable laws. Notwithstanding the foregoing, it is understood and agreed that such protection of the Confidential Information may be subject to the special requirements set forth in the Family Educational Rights and Privacy Act (“**FERPA**”), the Protection of Pupil Rights Amendment (“**PPRA**”), the Illinois School Student Records Act (“**ISSRA**”), the Student Online Personal Protection Act (“**SOPPA**”) and the Children’s Online Privacy Protection Act (“**COPPA**”).
- 8.3. **Handling of Confidential Information.** Receiving Party shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are no less protective as those used to protect its own confidential information and at least as secure as the following. When handling Confidential Information, which may include but is not limited to Student Data, Receiving Party shall:
- A. When sending Confidential Information by way of encrypted channels electronically or via mail, the Parties shall not simultaneously transmit any password or other information sufficient to allow decryption.
  - B. Not store any Confidential Information on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc. which are not encrypted.

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- C. Not leave Confidential Information in any medium unsecured and unattended at any time.
- D. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access.
- E. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Student Data or personally identifiable information of non-students shall have its full hard drive encrypted with an encryption key of no less than 256 bits. Receiving Party shall not leave any laptop or other electronic device unattended without enabling a screen-lock or otherwise blocking access to the laptop or other electronic device. Receiving Party shall ensure that no password or other information sufficient to access a laptop or electronic device containing Student Data or personally identifiable information of non-students is attached to or located near the laptop or other electronic device at any time.
- F. Secure the Confidential Information stored on its systems, including but not limited to any servers, by employing adequate security measures to prevent unauthorized access to, disclosure and use of that information. These measures include appropriate administrative, physical, and technical safeguards, policies, procedures, and technical elements relating to data access controls. All Student Data and personally identifiable non-student data must be encrypted in transit. Receiving Party must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures.
- G. Ensure that the manner in which Confidential Information is collected, accessed, used, stored, processed, disposed of and disclosed within Receiving Party's Services and supporting enterprise complies with applicable data protection and privacy laws, as well as the terms and conditions of the Contract.
- H. Conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Receiving Party will also have a written incident response plan, to include prompt notification of the Disclosing Party in the event of a security or privacy incident, as well as best practices for responding to a breach of information and/or Confidential Information security practices as defined under the Personal Information Protection Act (PIPA) (815 ILCS 530/1 et seq.), FERPA, SOPPA, and any other applicable law. Receiving Party agrees to share its incident response plan upon request.
- I. Assure that its systems include at least the following safeguards:
  - 1. Include component and system level fault tolerance and redundancy in system design.
  - 2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
  - 3. Encrypt Confidential Information at rest and in transit.
  - 4. Authentication of users at logins with a 256-bit or higher encryption algorithm.
  - 5. Secure transmission of login credentials.
  - 6. Automatic password change routine.
  - 7. Trace user system access via a combination of system logs and Google Analytics.
  - 8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
  - 9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.

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10. Employ an in-line intrusion prevention system that inspects incoming data transmissions.
  11. Prevention of hostile and unauthorized intrusion.
  12. Backup of all Confidential Information at least once every twenty-four (24) hours. Perform content snapshots at least daily and retain for at least ninety (90) days.
- H. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Receiving Party's network where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. Receiving Party shall have a documented disaster recovery plan for the electronic systems where Confidential Information may be stored. Data stored in cloud-based systems must be protected in the same manner as local data as described throughout the Contract.
- 8.4. **Dissemination of Information.** Receiving Party shall not disseminate any of the Disclosing Party's Confidential Information to a third party without the prior written consent of the Disclosing Party. If the Receiving Party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any of the Disclosing Party's Confidential Information which may be in the Receiving Party's possession as a result of being provided under the Contract, the Receiving Party shall promptly give notice to the Disclosing Party and its General Counsel with the understanding that the Disclosing Party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. The Receiving Party shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.
- 8.5. **Press Releases; Publicity.** Neither party shall issue publicity news releases, grant press interviews, or use any of the other party's Confidential Information or intellectual property (as defined below), including but not limited to such party's logo or the logos of any schools, during or after the performance of Services without the prior express written consent of the authorized representatives of such party (which, as to the Board, means the Board's Chief Communications Officer or its designee). Furthermore, Vendor may not photograph or film or cause others to photograph or film within any CPS school or facility without the prior express written consent of the Board's Chief Communications Officer or its designee; provided that this shall not include photographs or video taken as may be necessary to assist in the care provided to athletes. Such photographs or videos shall not be published without consent of the Parties and/or parental consent, where applicable.
- 8.6. **Return or Destruction of Confidential Information.** Receiving Party shall, at the Disclosing Party's option, destroy or return all Confidential Information to the Disclosing Party within fifteen (15) business days of demand. In the event the Disclosing Party elects to have Receiving Party destroy the Confidential Information, Receiving Party shall provide an affidavit attesting to such destruction. Vendor shall delete a specific student's Student Data upon the written request of the Board. In the event that Receiving Party is permitted to retain certain Confidential Information, such information shall be protected and handled in accordance with the terms of this Contract for as long as Receiving Party is permitted to retain such Confidential Information. Notwithstanding the foregoing, the Parties acknowledge that information in the possession of the Board may be subject to retention requirements within the State and/or Local Records Act.
- 8.7. **Unauthorized Access, Use or Disclosure of Confidential Information.** If the Receiving Party has knowledge of any unauthorized access, use, and/or disclosure of Confidential Information, it shall use commercially reasonable efforts to: (i) notify the Disclosing Party promptly, but in any event no less than 72 hours, from receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further

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unauthorized access, use, or disclosure; (iii) cooperate with the Disclosing Party and any government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the Disclosing Party's duties under the law; and (iv) take such other actions as the Disclosing Party may reasonably direct to remedy such unauthorized access, use or disclosure, including, if required under any federal or state law, providing notification to the affected persons. The Receiving Party shall bear the losses and expenses (including attorneys' fees) associated with a breach of the Confidential Information as set forth in this Contract, including without limitation, any costs: (1) of providing notices of a data breach to affected persons and to regulatory bodies; and (2) of remedying and otherwise mitigating any potential damage or harm of the data breach including without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Disclosing Party. Contractor shall include this provision in any and all agreements it executes with subcontractors performing Services under this Contract.

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



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- H. **Access.** Any Student Data held by Vendor will be made available to the Board upon request of the Board. The identity of all persons having access to Student Data through Vendor will be documented and access will be logged.
- I. **Additional Security Controls.** Vendor will store and process Student Data in accordance with the industry best practices, which at a minimum shall be in accordance with the standards set forth in this Contract, as may be amended in writing by the authorized representatives of the parties and with the approval of the Board's General Counsel. This includes appropriate administrative, physical, and technical safeguards to secure Student Data from unauthorized access, disclosure, and use. All Student Data must be secured in transit using secure FTP services or https/TLS 1.0+. Vendor is required to specify any personally identifiable information (PII) collected or used. In addition, Vendor must maintain industry recognized security practices to establish secure application(s), network, and infrastructure architectures. Industry certifications, such as International Organization for Standardization (ISO), SysTrust, Cloud Security Alliance (CSA) STAR Certification, or WebTrust security for SaaS environments are recommended.

Such safeguards shall be no less rigorous than accepted industry practices, including specifically the NIST 800-53r4 moderate level, International Organization for Standardization's standards ISO/IEC 27001:2005 (Information Security Management Systems – Requirements), and ISO-IEC 27002:2005 (Code of Practice for International Security Management). Vendor shall ensure that the manner in which Student Data is collected, accessed, used, stored, processed, disposed of and disclosed complies with applicable data protection and privacy laws, as well as the terms and conditions of this Contract. Vendor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor will also have a written incident response plan, to include prompt notification of the Board in the event of a security or privacy incident, as well as best practices for responding to a breach of Student Data security practices. Vendor agrees to share its incident response plan upon request.

Vendor shall assure that all Student Data that is transmitted between the Board's access points and the ultimate server, by Vendor or its recipients, will use Board-approved encryption of no less rigor than NIST-validated DES standards.

- J. **Security Safeguards.** Vendor agrees to provide the following additional safeguards:
1. Include component and system level fault tolerance and redundancy in system design.
  2. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
  3. Encrypt Student Data at-rest and in-transit.
  4. Authentication of users at login with a 128-bit or higher encryption algorithm.
  5. Secure transmission of login credentials.
  6. Automatic password change routine.
  7. Trace user system access via a combination of system logs and Google Analytics.
  8. Secure (encrypt) the audit trails and system generated logs and ensure that they are stored in locations that are inaccessible to automated content discovery software.
  9. Conduct or undergo system level testing whenever new functionalities are added to the system to reconfirm system security measures are retained and functional, and that interaction with the Board systems is not degraded or compromised.
  10. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
  11. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.

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12. Provide a documented disaster recovery plan that includes the following elements:
13. Available recovery times.
14. Conduct 24x7 system monitoring that is capable of detecting Potential outages.
15. Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
16. Substantial geographical separation between data centers hosting production, backup and redundant system elements.
17. Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
18. Include provisions for at least the following events:
  - (i) Fire
  - (ii) Natural disaster
  - (iii) Sabotage
  - (iv) Accidental human error
  - (v) Flooding
  - (vi) Equipment failure
  - (vii) Application/database failure
  - (viii) Other unlikely events
19. No less than annual testing of the disaster recovery plan (at least parts that affect Student Data) with results of the test made available to the Board, as well as information about, and schedule for, the correction of deficiencies identified in the test.
20. Prevention of hostile or unauthorized intrusion.
21. Screening of employees with access to Student Data to assure that any employees who are in violation of the statutes referenced in the Criminal Background Check in the Contract do not have access to Student Data. Vendor shall provide the security measures taken to ensure that said employees do not have access to Student Data.
22. Backup of all Student Data at least once every twenty-four (24) hours.
23. Perform content snapshots of Student Data at least daily and retain for at least ninety (90) days.

K. **Change Management.** CPS must be notified of all post go-live changes to the Services, which include changes to functionality, the introduction of additional applications, and major platform upgrades. CPS must also be notified of all planned changes, expansion, or reduction to data elements or data management procedures and shall not make such changes without the prior written consent of the Board which shall not be unreasonably withheld. Change notifications shall be sent to a designated CPS email address and must primarily list the change description and the planned date of change. All notifications should be provided at a minimum one (1) week before any change takes effect. For changes that require adjustments to the CPS environment or involve any system integrations, Vendor shall require written approval from CPS prior to any go-live changes and shall not make any changes without the prior written approval of CPS.

L. **Player's Health Platform.** Contractor has contracted with Ao1 Holdings, Inc. dba Player's Health ("Player's Health") to utilize its injury management web-based software and mobile application (the "Platform"), as described herein, which the Board desires Contractor to utilize in connection with the Services. Player's Health has agreed with Contractor that any Student Data utilized by Player's Health in connection with the Services is de-identified in a manner consistent with FERPA, such that there is no reasonable basis to believe that the data can be used to identify an individual student or School. This includes, but is not limited to, removal of student and School names and ID numbers assigned by Contractor or School. De-identification of data available

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to Player's Health through the Platform is accomplished through the creation of a unique athlete identifier and school identifier by Player's Health that is not viewable within the Platform. This methodology provides a mechanism by which Contractor can assist in the design and implementation of prevention programs while keeping the athletes and organizations anonymous to Player's Health. Player's Health also has agreed not re-identify any De-identified Data under any circumstances. The following outlines Contractor's intended use of the Platform:

1. The Platform will allow the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The Platform has reporting capabilities that will allow the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.
2. Under the Contractor's agreement with Player's Health, the owner of the Platform, Contractor allows Player's Health to use de-identified data within the Platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. Contractor allows Player's Health to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. Player's Health also is allowed to analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use by Player's Health shall comply with all applicable law, including, but not limited to, FERPA. Player's Health has agreed to share this information and analysis with Contractor in order to better improve the Services. Any and all other uses of information by the owner is prohibited under the Agreement.
3. In order to utilize the Platform, the Board agrees to obtain any consents or authorizations which may be required under the Boards policies or applicable law for the Contractor to populate the Platform with information relating to the Service, including, but not limited to, the consent of CPS students or their parents or guardians. It is understood that Contractor and the Platform will be subject to the direction of the Board with respect to the use and maintenance of any information provided by the Board. By providing information for use in the Platform, the Board agrees that Contractor and Player's Health may operate the Platform as described above.

#### 8.9. Compliance with the SOPPA and FERPA.

- A. Information Status. The parties acknowledge that any Student Data shared or collected hereunder constitutes "Covered Information" as defined under SOPPA and "Personally Identifiable Information" as contemplated in FERPA (collectively "**Covered Information**"). Defined terms used in this Section will have the same meanings as those given in the Student Online Personal Protection Act (105 ILCS 85/1 *et seq.*) ("**SOPPA**"), the Federal Educational Rights and Privacy Act (20 CFR §1232g; 34 CFR §99 *et seq.*) ("**FERPA**"), and the Board's Student Online Personal Protection Act Policy adopted on January 27, 2021 (21-0127-PO3), as may be amended from time to time. Requests regarding Covered Information hereunder shall be made by and received from the Board's authorized SOPPA representative, at [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) (the "**CPS SOPPA Representative**").

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- B. Operator Status; Continuing Obligation to Disclose. Based on Vendor's representations, the Parties agree that Vendor does not qualify as an Operator as defined under SOPPA. Vendor must immediately notify CPS in the event it comes to engage in any activities implicating SOPPA Operator status as defined in 105 ILCS 85/5.
- C. School Official Status. Vendor acknowledges that it is: (i) acting as a "school official" with a legitimate educational interest as defined by FERPA; (ii) is performing an institutional service or function, under the direct control of the Board, for which the Board would otherwise use employees, with respect to the use and maintenance of Covered Information; (iii) shall use and maintain the Covered Information only for a purpose authorized by the Board in accordance with the Board's instructions; and (iv) shall not re-disclose such information to third parties or affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.
- D. Compliance Obligations. Vendor shall comply with all requirements set forth in SOPPA, FERPA, the Board's SOPPA policy and guidelines, and any other higher standard set forth herein as to Operators, as defined in SOPPA, including but not limited to providing all required listings, statements, descriptions, and notifications and developing processes, including for breaches. Specifically, Vendor agrees to comply with the following requirements.
- i. Security. Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Covered Information from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement.
  - ii. Breach. If a "**Breach**", as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall: (i) be liable for any costs and expenses incurred by the Board in investigating and remediating the Breach, including, but not limited to those costs and expenses identified in 105 ILCS 85/15(4)(D)(i)-(iv); (ii) no later than seventy-two (72) hours after the determination that a Breach has occurred, Vendor must do the following:
    - a. Send notice to the CPS SOPPA Representative at [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) within seventy-two (72) hours of such determination
    - b. Such notice shall provide the following information:
      1. any statement Vendor intends to make to third parties regarding the Breach, which Vendor shall not issue publicly or otherwise disseminate without the prior express written consent of the Board's Chief Communications Officer or his/her designee;
      2. the number of CPS students impacted by the Breach, as well as the date, estimated date, or estimated date range of the Breach;
      3. the name, title, and contact information of the Vendor representative managing the Breach;
      4. a description of the Covered Information that was compromised or reasonably believed to have been compromised in the Breach;
      5. information that the parent may use to contact the Vendor to inquire about the Breach, which must include but shall not be limited to the toll-free numbers, addresses, and websites for consumer reporting agencies, the toll-free number, address, and website for the Federal Trade Commission; and
      6. a statement that the parent may obtain information from the Federal Trade Commission and consumer reporting agencies about fraud alerts and security freezes.

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E. Data Deletion. In addition to obligations set forth in the Parent Access subsection of the Additional Obligations Section below as to inspection and review and correction of factual inaccuracies, Vendor agrees to comply with requests for data deletion as follows:

- i. Requests for deletion should be accepted by the Vendor only as received from the CPS SOPPA Representative.
- ii. Vendor shall appoint a data request manager to receive and process requests to delete Covered Information as further described below.
- iii. Upon receipt of a request to delete a student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall delete the student's Covered Information within the time period required by law of receiving such request, unless a student or his or her parent consents to the maintenance of the Covered Information.
- iv. Vendor shall cooperate with requests for confirmation, redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- v. Vendor must delete or transfer to the Board, at the direction of the CPS SOPPA Representative, all Covered Information if the information is no longer needed for the purposes of the Agreement, at the end of each academic year within the Term, or within ten (10) calendar days of the later of either (i) Vendor's completion of any required reports as part of the Services pursuant to the Scope of Services, or (ii) the termination or expiration of this Agreement. Vendor will provide the Board confirmation of deletion upon request.

F. Publication.

- i. Identify, through a completed Scope of Student Data Exhibit, attached as Exhibit B an explanation of the data elements of Covered Information that the Board will disclose pursuant to this Agreement and an explanation of how the Board uses, to whom or what entities it discloses, and for what purpose it discloses the Covered Information.
- ii. In accordance with SOPPA and the Board's FOIA obligations as further described herein, the Board will make this Agreement available for public inspection on its website, which shall thereby also publicly disclose the Exhibit B: Scope of Student Data Exhibit, which includes material information about Vendor's collection, use, and disclosure of Covered Information.
- iii. Covered Information Access Listing. Vendor shall provide, in the Exhibit B: Scope of Student Data Exhibit, to the Board a list of any subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed. Vendor will also provide a link to Vendor's website, which must include a direct link to the required list. Vendor must keep this list current at all times through the link identified in the Exhibit B: Scope of Student Data Exhibit.
- iv. Comply with SOPPA limitations on a student's Covered Information:
  - a. A student's Covered Information shall be collected only for Pre-K through 12 School Purposes and not further processed in a manner that is incompatible with those purposes.
  - b. A student's Covered Information shall only be adequate, relevant, and limited to what is necessary in relation to the Pre-K through 12 School Purposes for which it is processed.

G. Vendor Prohibitions. Vendors are prohibited from:

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- i. Engaging in any advertising to schools, students or their parents/legal guardians as set forth in the Confidentiality Section of this Agreement, including but not limited to any Targeted Advertising on the Vendor's site, service, or application or Targeted Advertising on any other site, service, or application if the targeting of the advertising is based on any information, including Covered Information and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
- ii. Collecting Covered Information from district staff or outside of the permissions granted under this Agreement.
- iii. Using information including persistent unique identifiers, created or gathered by the Vendor's site, service, or application to amass a profile about a student.
- iv. Selling, renting, leasing, or trading a student's information, including Covered Information, as additionally stated in the Sale of Student Data Section of this Agreement.
- v. Disclosing Covered Information, except for circumstances allowable under SOPPA with the express written permission of the CPS SOPPA Representative, and pursuant to this Agreement.

H. Additional Obligations:

- i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Agreement. For the purposes of this Agreement, "Subprocessors" shall be defined as (sometimes referred to as the "**Subcontractor**") means a party other than the Board or Vendor, who provides uses for data collection, analytics, storage, hosting services, maintain or other service to operate and/or improve its service, and who has access to Student Data.
- ii. Limitations on Subcontractors. Vendor is prohibited from using a platform other than its own and herein approved to provide the Services. No Services provided hereunder shall be delivered using the platform, software, website, or online or mobile application operated by an entity other than Vendor that would otherwise be an "Operator" itself.
- iii. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Covered Information, correct factual inaccuracies, and procedures for the transfer of student-generated content to a student's own personal account, consistent with the functionality of services. Vendor can only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
- iv. Requests for Inspection and Review.
  - a. Requests for inspection and review should be accepted by the Vendor only as received from the CPS SOPPA Representative.
  - b. Vendor shall appoint a data request manager to receive and process requests to inspect and review Covered Information as further described below.
  - c. Upon receipt of a request to inspect and review the student's Covered Information from the CPS SOPPA Representative, as noted in the Board's SOPPA Guidelines, Vendor shall furnish the requested information in a PDF format to [privacyoffice@cps.edu](mailto:privacyoffice@cps.edu) within seven (7) calendar days of receiving such request.
  - d. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- v. Request for Corrections of Factual Inaccuracies.

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- i. Requests for corrections of factual inaccuracies should be accepted by the Vendor only as received from the CPS SOPPA Representative.
  - ii. Vendor shall appoint a data request manager to receive and process requests from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information.
  - iii. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Covered Information, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
  - iv. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
  - v. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.
- 8.10. **Volunteers, Employees, Agents, and Subcontractors.** Vendor agrees to provide its volunteers, employees, agents, and subcontractors only such Confidential Information that is necessary for the performance of Services pursuant to this Contract and to cause its employees, agents, and subcontractors to undertake the same obligations as agreed to herein by Vendor.
- 8.11. **Injunctive Relief.** In the event of a breach or threatened breach of this Section, Receiving Party acknowledges and agrees that the Disclosing Party may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Receiving Party agrees that the Disclosing Party shall be entitled to seek immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Disclosing Party may have in equity, by law or statute.
- 8.12. **Survival.** The provisions of this Section shall survive the termination or expiration of this Contract.
9. **STANDARDS OF PERFORMANCE.** Contractor shall devote, and shall cause all of its employees, agents and subcontractors, if any, to devote such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform Services effectively and efficiently and to the satisfaction of the Principal of the School. Contractor shall retain and utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession. Contractor shall use efficient business administration methods and supply the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in an expeditious and economical manner consistent with the best interests of the Board, so as to assure, among other things, that the Services are supplied at a reasonable cost to the Board and that Services supplied by other entities or persons in connection with the Agreement are efficiently and cost-effectively delivered. Contractor acknowledges that, if in the course of providing Services hereunder, it has access to or receives valuable or confidential information or records of the Board, that with respect to that information Contractor shall use its best efforts to protect that information and at a minimum use the same level of care it would ordinarily carry with respect to its own confidential information, but in no case less than reasonable care. If Contractor has any knowledge of any unauthorized access, and/or disclosure of the aforementioned information, Contractor agrees to notify the Board's Chief Education Officer and to immediately return said valuable or confidential information to the Board. Any review, approval, or acceptance of Services or deliverables or payment for any Services by the Board does not relieve Contractor of its responsibility for the professional skill, care, and technical accuracy of its Services or deliverables. Contractor shall remain responsible for the



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professional and technical accuracy for all Services, including any deliverables, furnished, whether by Contractor, its subcontractors, or others on its behalf.

10. **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR AND ATHLETIC TRAINERS.** Contractor represents and warrants that the following are true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of the Agreement:

- 10.1. Licensed Professionals: Contractor is appropriately licensed and credentialed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Contractor, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.
- 10.2. Compliance with Laws: Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services, in effect now or later and as amended from time to time, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"); the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; the Drug-Free Workplace Act; the Illinois School Student Records Act ("ISSRA"); the Family Educational Rights and Privacy Act ("FERPA"); the Protection of Pupil Rights Amendment ("PPRA"); and any others relating to non-discrimination. Further, Contractor is and shall remain in compliance with all applicable Board policies and rules. Board policies and rules are available at [www.cps.edu](http://www.cps.edu).
- 10.3. Good Standing: Contractor is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five-year period immediately preceding the effective date of this Agreement.
- 10.4. Authorization: If Contractor is an entity other than a sole proprietorship, Contractor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of the Contractor is duly authorized by the Contractor and has been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement which shall constitute valid, binding obligations on the Contractor.
- 10.5. Financially Solvent: Contractor warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.
- 10.6. Gratuities: No payment, gratuity, or offer of employment was made by or to the Contractor in relation to this Agreement or as an inducement for award of this Agreement.
- 10.7. Prohibited Acts: Within the three (3) years prior to the Effective Date of this Agreement, Contractor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (1) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity, and (2) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.
- 10.8. Debarment and Suspension: Contractor certifies that it, each of its joint venture members if a joint venture, and each of its subcontractors, if any, is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or any unit of State or local government. Contractor acknowledges that in performing the Services for the Board, Contractor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as amended.



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11. **CONSENT TO TREATMENT.** Board will be solely responsible for gathering and providing to Contractor a signed copy of a consent to medical treatment form and an updated copy of the physical examination for all participants in the Board's athletic programs. Board hereby represents and warrants that all student-athletes participating in any sport or competition to whom Trainer may provide Services has executed (or has had a lawful parent or guardian execute on his or her behalf) a consent to medical treatment form necessary for Trainer to provide Services to such student-athlete.
12. **TRANSPORTATION.** Each Athletic Trainer will be responsible for his or her own transportation to all athletic events which are not held at the School and which the Athletic Trainer is required to attend. Athletic Trainers shall not provide or transport any CPS students in private vehicles.
13. **EQUIPMENT AND SUPPLIES.** The Board will provide all required athletic training supplies and equipment needed by the Athletic Trainer to provide adequate Services to student-athletes. The necessary athletic training supplies and equipment will be determined in Contractor's reasonable discretion from time to time and communicated to the School Contact Person.
14. **STUDENT RECORDS.** Each Athletic Trainer shall complete appropriate Board forms as provided by the Board for all student-athletes examined and/or treated. Board will keep proper records and forms regarding injured student-athletes in a secure location. Board shall facilitate the exchange of information about injured student-athletes between Contractor and Board in accordance with the terms of this Agreement.
15. **BACKGROUND CHECK.** Contractor shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively "Staff") ("Background Check"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Contractor shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Contractor has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:
  - 15.1. **Do Not Hire List.** As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("DNH") records ("DNH Check"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.
  - 15.2. **Criminal History Records Check.** Contractor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("Criminal History Records Check"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

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- i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
  - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- 15.3. **Department of Children and Family Services Check.** At Contractor's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("DCFS") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("DCFS Check"). Contractor shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.
- 15.4. **Background Check Representations and Warranties:** With respect to each Background Check, Contractor further represents and warrants that Contractor shall:
  - i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
  - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
  - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
  - iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff to provide Services under this Agreement if Contractor knows that he/she did not successfully pass a DCFS Check;
  - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and
  - vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.
- 15.5. **Allocation of Costs and Liquidated Damages.** Contractor is obligated to cause the Background Check to be performed for all Staff, and Contractor shall be responsible for the costs of such Background Check. Whether or not Contractor allocates the costs to its subcontractors shall not affect Contractor's obligations in this Section.

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If Contractor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement, and any other agreement Contractor may have or enter into with the Board until Contractor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating this Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under this Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each violation of this Section as a separate breach. It is understood and agreed that Provider's non-compliance with this Section shall constitute a material breach of this Agreement.

16. **LICENSURE**. As a condition of this Agreement, the Contractor shall ensure that all Trainers shall maintain all applicable licenses and certification requirements under the Illinois Athletic Trainers Practice Act throughout the Term.
17. **EXPENSES**. Contractor will be solely responsible for paying all expenses incurred by Contractor in connection with providing Services hereunder, except as otherwise specifically set forth under this Agreement.
18. **INDEPENDENT CONTRACTOR RELATIONSHIP**. The relationship created by this Agreement is that of an independent contractor. Contractor and Board are not and will not be construed as joint venturers, partners, employees or agents of each other. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or the Board or to bind a School or the Board in any way whatsoever.
19. **FORCE MAJEURE**. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
20. **TAX DUTIES AND RESPONSIBILITIES**. Contractor will be responsible for the payment of all federal, state and local taxes, withholding and other payments or amounts due arising out of Contractor's and Trainer's activities under this Agreement, including but not limited to federal, state and local income and employment taxes, social security taxes and unemployment insurance.
21. **AUDIT AND DOCUMENT RETENTION**. Contractor shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by Contractor with this Agreement. Contractor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of Contractor to reasonably comply and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge Contractor for the cost of such audit. Contractor shall maintain all records under this Agreement. As used in this Section, "records" shall include all correspondence, receipts, vouchers, memoranda, and other data, regardless of type or medium (including emails or other electronically stored data) relating to this Agreement and Contractor's performance of Services. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement and shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until that proceeding is closed. Contractor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit

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said records as set forth herein. Provided that Contractor has not breached this Agreement, audits by the Board or its agents will be limited to no more than once every 12-month period.

22. **INSURANCE**. Contractor shall be responsible for providing general liability, professional liability insurance, excess liability and workers' compensation insurance for its Athletic Trainers and its Services. The limits of liability for Contractor's insurance shall be as follows: general liability and professional liability insurance policies shall be each no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate; excess liability insurance policy shall be no less than \$10,000,000.00 per occurrence and \$10,000,000.00 per annual aggregate; and workers' compensation coverage in accordance with applicable federal and State statutory requirements. The general liability policy may not exclude coverage for sexual abuse and/or molestation. Contractor shall have its general and excess liability insurance endorsed to provide: "The Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board." CPS shall be responsible for providing general liability insurance including premises liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term of the Agreement. Appropriate certificates evidencing such insurance shall be provided upon request.
23. **INDEMNITY**. Contractor will indemnify, defend and hold harmless Board, its members, managers, officers, agents, employees, successors and assigns from and against all claims, demands, liabilities, causes of action, judgments, costs and expenses, including actual attorneys' fees and costs, arising from or relating to any alleged acts of negligence or willful misconduct of Contractor's personnel providing Services under this Agreement to the extent covered by Contractor's insurance and, in such case, subject to the limits of such coverage. The Board shall have the right at its own expense to participate in the defense of any suit without relieving Contractor of any of its obligations hereunder. The Board shall have final approval of any and all settlements involving the Board as a party to such suit, which approval shall not be unreasonably withheld, conditioned or delayed.
24. **NON-LIABILITY OF BOARD OFFICIALS**. Contractor agrees that no Board member, employee, agent, officer or official shall be personally charged by Contractor, its members if a joint venture, or any subcontractors with any liability or expense under the Agreement or be held personally liable under this Agreement to Contractor, its members if a joint venture, or any subcontractors.
25. **RIGHT OF ENTRY**. Contractor and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Contractor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Contractor shall use, and shall cause each of its officers, employees and agents to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
26. **PRINCIPAL'S RIGHT TO DIRECT**. The principal at the School shall have the authority, to the maximum extent possible, to direct Contractor and its subcontractors when performing or delivering Services on the School site.
27. **MINIMUM WAGE**. Contractor must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid

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pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Contractor must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Contractor's operations, does not directly relate to the Services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that collective bargaining agreement was in force prior to December 17, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Contractor must pay the prevailing wage.

28. **NON-DISCRIMINATION.** It shall be an unlawful employment practice for Contractor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age, or disability. Contractor shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. § 2000a, et seq.; the Age Discrimination in Employment Act, 29 U.S.C.A. § 621, et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. § 701, et seq.; the Americans with Disabilities Act, 42 U.S.C.A. § 12101, et seq.; the Individuals with Disabilities Education Act, 20 U.S.C.A. § 1400 et seq.; the Illinois Human Rights

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Act, 775 ILCS 5/1-101, *et seq.*; the Illinois School Code, 105 ILCS 5/1-1 *et seq.*; the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as may be amended, and all other applicable federal, state, county, and municipal statutes, regulations, ordinances and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for Contractor's employees or Contractor's subcontractors' employees.

29. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such determination will not affect or impair any other provision of this Agreement, and this Agreement will be given full force and effect while being construed as if such invalid or unenforceable provision is not contained within it.
30. **NOTICES.** Any notice or other communication under this Agreement must be in writing and will be deemed given when it is delivered in person or on the third business day on which it is mailed by first class mail from within the United States of America, to the following addresses (or such other address as may be specified after the date of this Agreement by the party to which the notice or communication is sent).

If to Contractor:                   ATI Holdings LLC  
790 Remington Blvd.  
Bolingbrook, Illinois  
Attention: Legal Department  
Fax: 630-328-1562

If to Board:                           Board of Education of the City of Chicago  
One North Dearborn Street, Suite 900  
Chicago, Illinois 60602  
Attention: General Counsel  
Fax: 773-553-1701

31. **NON-APPROPRIATION.** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Contractor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payment for Services completed to the date of notification shall be made to Contractor except that no payment shall be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
32. **NON-SOLICITATION.** The Board agrees that during the Term and for a period of twelve (12) months after termination or expiration of the Agreement, the Board shall not without prior written approval of Contractor directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any Contractor employee (presently or affiliated with Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or taking any action that results in, or might reasonably be expected to result in any employee ceasing to perform services for Contractor. Nothing herein shall limit the Board's rights to post opportunities in publications or on-line websites of general or trade circulation, or to engage, hire or recruit any person who responds to such a posting.

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33. **SCHOOL SIGNAGE AND MARKETING.** Each School that is receiving Services from Contractor will provide Contractor with an opportunity to display signage and banners at each of the athletic events that are located within a facility or property under the possession and control of the School (collectively "School Events") in prominent locations and allow Contractor to place information regarding Contractor's services and various programs in the School and at the School Events identifying Contractor as the "Official Provider of Athletic Training and Sports Medicine" for the School, and Contractor also may include this designation on its marketing and advertising materials including, but not limited to, its website marketing brochures, posters and other marketing collateral. In addition, each School that is receiving Services from Contractor will include Contractor's logo and text link on the School's official website with an announcement that Contractor is the "Official Provider of Athletic Training and Sports Medicine" for the School, and provide a minimum of one (1) PA announcement (script written by Contractor subject to CPS's Communications approval) during all home games (with announcer present), and pre-game announcement stating athletic training services are provided by Contractor. Nothing herein allows Contractor to advertise itself as being endorsed, supported, or sponsored by the Board. Any promotions or advertisements consistent with the above should be restricted to the School at which Services are being provided and these terms may not be expanded upon or amended without prior written agreement by the authorized representatives of CPS Communications or their designees.
34. **CONFLICT OF INTEREST.** The Contract is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one-year period following expiration or other termination of their office.
35. **INDEBTEDNESS.** Vendor agrees to comply with the Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Contract as fully set forth herein.
36. **ETHICS.** No officer, agent or employee of the Board is or shall be employed by Vendor or has or shall have a financial interest, directly, or indirectly, in the Contract or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made a part of the Contract as fully set forth herein.
37. **INSPECTOR GENERAL.** Each party to the Contract hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
38. **WAIVER.** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.
39. **ENTIRE AGREEMENT AND AMENDMENT.** The Contract, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of the Contract. No modification of or amendment to the Contract shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of each party. Any prior agreements or representations, either written or oral, relating to the subject matter of the Contract are of no force or effect.
40. **CONTROLLING AGREEMENT.** Vendor shall not request any CPS staff including school principals, administrative staff or other CPS employee to sign any form, memorandum of understanding or any other agreement for the performance of Services except for those documents specifically approved by the Board under the Contract. Additionally, the Board and its users shall

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not be bound by the terms and conditions contained in any clickwrap/clickthrough agreement or license, end user license or any other agreement or license contained or referenced in the service or any quote provided by Vendor. Even if a CPS staff or Board user agrees to any agreement or license contained or referenced in the Services or a quote from Vendor, Vendor acknowledges and agrees that those terms and conditions are null and void and are not binding on the Board. Vendor acknowledges and agrees that the terms and conditions of the Contract represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to the Contract is made and signed by the authorized representatives of both parties and approved by the Board's General Counsel, or is otherwise documented and executed in accordance with the Change Management Process section of this Contract.

41. **GOVERNING LAW.** Without regard to applicable of any conflict of law provisions, the Contract shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of the Contract. If any action is brought by a party against the other concerning the Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

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THIS AGREEMENT WILL BE POSTED TO THE CPS WEBSITE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

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

DS  
✓

**ATI HOLDINGS LLC**

DocuSigned by:  
By: Miguel del Valle  
Miguel del Valle  
President

By: *[Signature]*  
Name: Ray Wahl  
Title: COO

DocuSigned by:  
Attest: Estela G. Beltran  
Estela G. Beltran  
Secretary

DocuSigned by:  
Attest: Fran Kosinski  
Fran Kosinski  
Title: SVP of Health Services

Date: August 9, 2022

DocuSigned by:  
Pedro Martinez  
Pedro Martinez  
Chief Executive Officer

Approved as to Legal Form: *KN* *ES* *✓*

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

Board Report No. 22-0323-PR2; 22-0622-AR1

**Attachments:**

- Exhibit A-1: District Wide Services
- Exhibit A-2: School Based Services
- Exhibit B: Scope of Student Data Collected

**EXHIBIT A-1**  
**Scope of Services**  
**for**  
**District-wide Services**

**1. Scope of Services**

The District requires consistent athletic training services for all CPS high schools that choose to participate in the Athletic Trainers Program. Athletic Trainers (ATs) will be expected to be present for practices, games and special events as coordinated by the school units as set forth in a schedule delivered to ATI in advance of the season and at such other times with sufficient notice in order to appropriately allocate resources. To the extent multiple events are scheduled simultaneously, the ATs, in conjunction with the athletic director(s), shall determine the athletic events to be covered. ATs presence at playoffs or other tournaments shall be as arranged and agreed upon by the Office of Sports Administration and ATI in accordance with the scheduling terms herein.

Each school year, ATI shall collect data on school participation and use commercially reasonable efforts to strategically source Athletic Trainers to meet the capacity of the District. ATI will designate an individual/individuals to provide the athletic training services, consistent with the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 et seq.)

The Services shall consist of:

- Assistance in the coordination of the sports medicine program at the School.
- Advising the high school on supplies and training equipment needed for the sports medicine program.
- Assistance in monitoring athletic injuries and developing an injury prevention training program.
- Coordinating and providing injury follow-up and evaluation.
- Coordinating and Scheduling Athletic Trainers at Sporting events.
- Attendance at the School's athletic practices and games.
- ATI's use of the Player's Health platform for injury management services (the "Platform"). The Parties confirm use of the Platform as described in the Agreement.

**2. COSTS PER TRAINER**

**The District shall pay ATI a total of sixty-two thousand dollars (\$62,000.00) per athletic trainer provided under this Agreement, up to the total number of trainers provided under this agreement each year as designated below in section 4.**

**3. DELIVERABLES:**

ATI will provide the following to CPS:

- ATI shall designate an individual/individuals to provide the athletic training services for all CPS high schools that choose to participate in this Athletic Trainers Program.

#### 4 PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE

Item #	Milestone/Task/Deliverable Description	Delivery/ Performance Date(s)	Costs
Year 1	Vendor shall designate up to 25 Athletic Trainers to provide the athletic training services to be distributed by OSA	Fall 2022	\$1,500,000
Year 2	Vendor shall designate up to 50 Athletic Trainers to provide the athletic training services to be distributed by OSA	Fall 2023	\$3,000,000
Year 3	Vendor shall designate up to 75 Athletic Trainers to provide the athletic training services to be distributed by OSA	Fall 2024	\$5,000,000
<b>TOTAL: \$9,500,000</b>			

Considering the uncertainty with regard to COVID-19, the parties acknowledge that should one or more seasons be canceled, temporarily suspended, or otherwise reduced, the District shall have the option to maintain the Athletic Trainers assigned to one or more locations or partially terminate that portion of the Agreement related to Athletic Trainers the District no longer selects to maintain upon 30 days' notice to Vendor. The School, shall only be responsible for Athletic Trainers maintained during such period or, in the event of a termination, the amount due through the termination date prorated based upon the number of days elapsed during the then-current school year. To the extent the School does not exercise the above termination option, the School shall continue the above payments in order to ensure the availability of personnel. The Parties agree that, if a season resumes after cancellation, suspension, or reduction, Vendor shall engage in best efforts to reinstate service to Schools as directed by the Board.

If ATI is unable to meet the required number of athletic trainers required under each year of the Agreement, it shall notify the District immediately and provide documentation outlining the methods, job postings, salary, and similar information used by ATI in their attempt to fill the open positions. ATI and the District will discuss options and amendments to this Agreement in an effort to increase the number of athletic trainers.

In consideration of the compensation set forth above, upon hiring of an AT to be designated, ATI will provide coverage during the Illinois High School Association (IHSA) approved start of fall practice through the completion of the spring season, with AT expected to work approximately full-time (forty (40) hours per week) throughout the school year. AT on-site coverage will be determined based upon such factors as determined in coordination with the athletic director(s) and/or OSA, including, but not limited to, injury or incident rates. Schedules will be provided on a weekly basis. ATs shall not be expected to participate in an out-of-town athletic event requiring travel or overnight lodging. In the event that the District desires ATs to cover other sporting events not indicated in this Schedule, ATI and the District will attempt to mutually agree on the coverage of the events and the additional fee for such coverage. Additional fees and costs except for those specified herein shall not be due without a written amendment to this Agreement that is signed by the

authorized representatives of the parties. ATs will only cover state sanctioned events. If affiliate is not a member of a state association, ATs will only cover District-sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the AT and the athletic director or Office of Sports Administration (OSA). ATI will be given a reasonable period of time to identify personnel to provide Services at the commencement of Services under the Agreement and at any time replacement personnel is necessary due to illness or injury, leave of absence, termination of employment or other circumstances. Temporary unavailability of personnel shall not be a breach of this Agreement, provided that the School shall be entitled to a pro-ration of fees for any period of unavailability.

**5 OUTCOMES:**

Provide a more structured and centralized contractual process for the use of athletic training services by schools and the Office of Sports Administration units throughout the district. Ability for additional units to utilize services is maximized through a standardized agreement with the provider.

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**Exhibit A-2**  
**Scope of Services**  
**for**  
**School-Based Services**

To be reviewed and signed by the Principals of the participating schools: Jones College Prep, Lane Tech High School, Taft High School, Von Steuben High School, Walter Payton College Prep, Whitney Young High School, and Kenwood Academy (hereinafter, "School")

ATI Holdings, LLC ("Contractor" or "ATI") with the approval of the School, designated by the School Principal's signature below, agrees to provide athletic training services as more fully described below to the School and its student athletes ("Student Athletes") in accordance with the terms and conditions of the Agreement. During the Term, Contractor shall designate an individual to provide the athletic training services described in the Agreement and consistent with the Illinois Athletic Trainers Practice Act (225 ILCS 5/1 *et seq.*), as may be amended, while serving as a head athletic trainer to the School ("Services"). The Services shall consist of:

- a) Assistance in the coordination of the sports medicine program at the School.
- b) Advising the School on supplies and training equipment needed for the sports medicine program.
- c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School's athletic coaching staff.
- e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of Student Athletes
- h) Attendance at the School's practices, games and other functions as set forth in the Schedule below, unless the School has scheduled two or more events at the same time. In such instances , Contractor's athletic trainer, in conjunction with the School's athletic director, shall determine which athletic events are to be covered. The parties acknowledge that from time to time, the Services provided and this Scope of Services may be modified by mutual written consent of parties as needed. The total compensation provided to the Contractor in consideration of the Services provided under this Agreement shall not exceed that set out below without the prior written approval of the Board's Chief Procurement Officer and the Board's General Counsel.
- i) The Parties confirm Contractor's use of the Platform as described under the Agreement.

**Compensation**

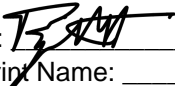
ATI shall invoice the District in accordance with the Scope of Services on Exhibit A-1 to the Agreement, and School agrees to pay the Office of Sports Administration a flat rate of \_\_\_\_\_ to be paid monthly in equal installments in arrears during the Term.

Considering the uncertainty with regard to COVID-19, the parties acknowledge that should one or more seasons be canceled, temporarily suspended, or otherwise reduced, the District shall have the option to maintain the Athletic Trainers assigned to one or more locations or partially terminate that portion of the Agreement related to Athletic Trainers the District no longer selects to maintain upon 30 days' notice to Vendor. The School, shall only be responsible for Athletic Trainers maintained during such period or, in the event of a termination, the amount due through the termination date prorated based upon the number of days elapsed during the then-current school year. To the extent the School does not exercise the above termination option, the School shall continue the above payments in order to ensure the availability of personnel. The Parties agree that, if a season resumes after cancellation, suspension, or reduction, Vendor shall engage in best efforts to reinstate service to Schools as directed by the Board.

**Schedule**

In consideration of the compensation set forth in Exhibit A-1 of the Agreement, upon hiring of a Trainer to be designated to the School, Contractor will provide coverage during the Illinois High School Association (IHSA) approved start of fall practice through the completion of the spring season, with AT expected to work approximately full-time (forty (40) hours per week) throughout the school year. All of the expenses of Contractor's Trainer are included at no additional charge. Trainer shall not be expected to participate in an out-of-town athletic event requiring travel or overnight lodging. In the event that the School desires Contractor's Trainer to cover other School sporting events (those not indicated in this Schedule), Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. Additional fees and costs except for those specified herein shall not be due without a written amendment to this Agreement that is signed by the authorized representatives of the parties. Contractor's Trainer will only cover state sanctioned events. If affiliate is not a member of a state association, Contractor's Trainer will only cover School sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the Trainer and the athletic director. The Contractor will be given a reasonable period of time to identify personnel to provide Services at the commencement of the Agreement and at any time replacement personnel is necessary due to illness or injury, leave of absence, termination of employment or other circumstances. Temporary unavailability of personnel shall not be a breach of this Agreement, provided that the School shall be entitled to a pro-ration of fees for any period of unavailability.

**ATI HOLDINGS, LLC**

By:   
Print Name: \_\_\_\_\_ Ray Wahl \_\_\_\_\_  
Title: \_\_\_\_\_ COO \_\_\_\_\_

Approved by:  
**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

\_\_\_\_\_  
[PRINCIPAL]  
[SCHOOL]

### Exhibit B: Scope of Student Data Collected

This Scope of Student Data Collected (“**Scope**”) will be conducted pursuant to the terms and conditions of the Original Agreement and SOPPA Amendment (“**Agreement**”) by and between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”), and ATI Holdings, LLC (the “**Vendor**”). Defined terms used in this Scope will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Scope and the Agreement, the Agreement shall govern and control.

Part I - Student Data Shared by CPS Required and Student Data Usage: Vendors, identify which of the Category I points of Student Data will be required to provide the Services pursuant to this Agreement, follow the prompts below, and provide the appropriate response as required.

- Student Data Category I: First Name; Last Name; Student Email Address; Grade; Classroom; Teacher, School, Language, and Age.

<b>Student Data Required:</b> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	<b>Student Data Usage:</b> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:	<b>Approved for Product:</b> The Student Data elements will apply to the following Products:
Name (First, Last); School	Student athlete identification; quantity of athletes participating in sport,	<b>Player’s Health Electronic Medical Records (EMR) Platform</b>

If Vendor requires additional points of Student Data to provide the Services pursuant to this Agreement that are not included in Category I, identify those points below, follow the prompts, and provide the appropriate response as required. Additional points of Student Data must be approved by the Board and parent notice or consent will be required for the use of such additional Covered Information.

<b>Student Data Required:</b> Vendor requires the following Student Data elements necessary to provide the Products and/or Services under this Agreement:	<b>Student Data Usage:</b> Please describe how each aforementioned Student Data element will be used by the Vendor under this Agreement:	<b>Approved for Product:</b> The Student Data elements will apply to the following Products:
Injury and Illness Information (Injury circumstances- When, How, Where, Whom. Players status, needs and emergency intervention and follow up plan of care; data of birth)	This information is collected at time of injury or injury reporting and is used to determine treatment plan of care. Information is documented in EMR to comply with requirements for documentation within the athletic trainer practice act.	<b>Player’s Health Electronic Medical Records (EMR) Platform</b>
Guardian name and contact information	To associate guardian of record to student	<b>Player’s Health Electronic Medical Records (EMR) Platform</b>

[EXHIBIT CONTINUED ON NEXT PAGE]

**Part II - Data Collected from Students:** Vendors, identify what data is collected, gathered, stored, or maintained from users by the platforms used to provide the Services under this Agreement.

<b>Data Collected</b>	<b>Reasons for Collection</b>	<b>Where that Data is Stored</b>
Demographic Data (Date of Birth; Sport played; academic grade; participation timeframe; guardian contact information)	Ensure adequate personnel, supplies, and equipment for schools and sports coverage. Secure permission to treat illness and injury.	Players Health Electronic Medical Record system
Pertinent Medical data (medical history & allergies, prior injury history)	Ensure emergency preparedness for local emergencies	Players Health Electronic Medical Record system
Injury and Illness Information (Injury circumstances- When, How, Where, Whom. Players status, needs and emergency intervention and follow up plan of care)	Understand magnitude of injury/illness issues; Assure initial intervention meets medical best practice	Players Health Electronic Medical Record system ATI Quality Assure data – linked by de-identified athlete and injury ID

**Part III - Deliverables:** The Vendor will use the aforementioned Student Data in order to provide the following Products and/or Services:

<b>Deliverables</b>	<p><b>Data Scheme for the platform:</b> Critical medical history, allergy, injury and treatment information to allow sports medicine staff to provide prevention, maintenance, medical treatment and services to scholastic student athletes.</p> <p><a href="https://app.playershealth.com">https://app.playershealth.com</a></p> <p><b>Method and frequency of Data Exchange (Clever, One Roster, sFTP, API):</b> Players health data is aggregated, and transmitted weekly through SFTP to secure server at ATI.</p> <p><b>Any additional Products and/or Services:</b> Upon written contractual agreement, aggregate de-identified school and district data can be provided to CPS for programmatic uses.</p>
---------------------	---

**Part IV - Disclosure of Covered Information:** Please list all entities to which Operator discloses Covered Information, and for what purpose it discloses the Covered Information.

<b>Disclosure</b>	<b>Entity Name</b>	<b>Covered Information Disclosed</b>	<b>Purpose for Disclosure</b>
	NONE		



Part V - Link to Vendor's Website. Pursuant to the Covered Information Access Listing subsection of the Agreement, Vendor shall maintain a current list of current Subcontractors or third party affiliates to which Covered Information may, has been, or will be disclosed at the following website: \_\_\_\_\_