

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**AMENDMENT #1  
TO THE SERVICES AGREEMENT**

**[Project Name: Telehealth Services]**

***(Hazel Health, Inc.)***

This Amendment #1 to the March 1, 2025 Agreement (“**Amendment #1**”) is entered into as of the date last signed below (“**Effective Date**”) by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools, (the “**Board**” or “**CPS**”), and Hazel Health, Inc. (the “**Vendor**”). The Board and Vendor may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

**RECITALS**

- A. The Board and Vendor entered into that certain Services Agreement for a term commencing on September 30, 2024 and continuing through December 31, 2025 (the “**Original Agreement**”) (authorized by Board Rule 7-13(a)(i)), with four (4) successive automatic renewal periods of two (2) year(s) each.
- B. The parties now desire to amend the Original Agreement to authorize sharing of student directory information as is set forth in further detail below. This Amendment #1 and the Original Agreement shall be referred to herein as the “**Agreement**.”

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though fully set forth herein, and for good and valuable consideration, the parties agree as follows:

1. **Definitions**. Any and all capitalized terms shall have the same meaning as defined in the Original Agreement unless otherwise defined herein.
2. **Student Data Authorization**. Section 8 of the Data Security & Confidentiality Terms, “Student Data Prohibition; Compliance with the SOPPA and FERPA,” is hereby deleted in its entirety and replaced with the following:
  8. Student Directory Information; Compliance with SOPPA and FERPA.

**8.1 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. 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 Student Data 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**”).

**8.2 Operator Status**. The parties acknowledge that Vendor qualifies and is acting hereunder as an “**Operator**” as defined in SOPPA.

**8.3 School Official Status**. Vendor acknowledges that it: (i) is 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 Student Data; (iii) shall use and maintain the Student Data 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

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affiliates except as authorized under this Agreement or with permission from the Board or pursuant to court order.

**8.4 Student Data.** “**Student Data**” means any data, metadata, information, records, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, maintained by, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, and all information used, created, maintained or generated through the use of any technology or Vendor product(s) 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 Agreement, Student Data is Confidential Information hereunder; additional requirements regarding Student Data specifically are described below.

**8.5 De-Identified Data.** De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, persistent unique identifiers, name, ID numbers, date of birth, demographic information, location information, and school ID. Vendor agrees not to attempt to re-identify de-identified Data. For the purposes of this Agreement, De-Identified Data will still be considered Confidential Information for handling and transmission purposes, and shall be treated as such unless expressly provided otherwise in this Agreement.

**8.6 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. Specifically, Vendor agrees to comply with the following requirements:

- A. **Security.** Implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure including those set forth in the Agreement. Vendor shall comply with the requirements set forth in Exhibit C, “ITS Special Conditions,” attached herein.
- B. **SOPPA Breach.** If a confirmed “**Breach**”, as defined in SOPPA, is attributed to Vendor, its officials, agents, employees, and/or Subcontractors and Subprocessors, as defined below, Vendor shall inform CPS within twenty four (“24”) hours of the confirmed breach and follow the requirements herein for a Data Security Incident. If the Data Security Incident qualifies as a Breach under SOPPA, as determined by the Board, Vendor shall ensure that its notification and remedy process complies with the specific requirements of SOPPA.
- C. **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 Student Data as further described below.
  - iii. Upon receipt of a request to delete a student’s Student Data from the CPS SOPPA Representative, as noted in the Board’s SOPPA Guidelines, Vendor shall delete the student’s Student Data within seven (7) calendar days of receiving such request, unless a student or his or her parent consents to the maintenance of the Student Data.
  - 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 Student Data if the information is no longer

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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.

D. Publication.

- i. Identify, through a completed Student Data Exhibit attached as Exhibit D,
  - a. An explanation of the Student Data that Vendor will collect pursuant to this Agreement
  - b. an explanation of the purpose for which Vendor collects the Student Data, including how it is used in the provision of Products and/or Services
  - c. A list of any subcontractors or third party affiliates to which Student Data may, has been, or will be disclosed. Vendor is prohibited from sharing Student Data with any contractors or third parties without executing a Student Data exhibit to be incorporated into a written agreement between the Parties. Vendor must keep this list current at all times by submitting an amended Student Data Exhibit to CPS ITS.
  - d. A link to Vendor's privacy policy.
- 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 Scope of Student Data Exhibit.

E. Vendor Prohibitions. Vendors is prohibited from:

- i. Engaging in any advertising to schools, students or their parents/legal guardians, 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 Student Data and persistent unique identifiers, that the Vendor has acquired pursuant to this Agreement.
- ii. Collecting Student Data from CPS staff or students 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 Student Data.
- v. Disclosing Student Data, except for circumstances authorized under this Agreement.
- vi. Vendor shall not advertise or market to schools, students or their parents/guardians when the advertising is based upon any Student Data that Vendor has acquired because of the use of that Vendor's site, Products, Services, or this Agreement.
- vii. 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.

F. Additional Obligations.

- i. Subprocessors. Vendor shall enter into written agreements with all Subprocessors performing functions for the Vendor in order for the Vendor

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to provide the Services pursuant to the Agreement, whereby the Subprocessors agree to protect Student Data and handle Data Security Incident(s) in a manner no less stringent than the terms of this Agreement and HIPAA. For the purposes of this Agreement, "Subprocessors" shall be defined as 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 as approved to provide the Services by the Board whose approval is evidenced by the execution of this Agreement. No Services provided hereunder shall be delivered using a platform, software, website, or online or mobile application operated by an entity other than Vendor without express contractual authorization.
- iii. Successor Entities. In the case of Vendor merger or acquisition by another entity, Vendor shall require successor entities to agree to protect Student Data in a manner no less stringent than the terms of this Agreement.
- iv. Parent Access. Vendor shall establish reasonable procedures by which a parent, legal guardian, or eligible student may inspect and review Student Data, 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 shall only accept inquiries for such inspection and review or correction of factual inaccuracies from the CPS SOPPA Representative.
- v. 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 Student Data as further described below.
  - c. Upon receipt of a request to inspect and review the student's Student Data 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.
- vi. Request for Corrections of Factual Inaccuracies.
  - a. Requests for corrections of factual inaccuracies 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 from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data.
  - c. Upon receipt of a request from the Board to correct a factual inaccuracy(ies) contained in a student's Student Data, Vendor shall correct the identified factual inaccuracy(ies) within seven (7) calendar days of receiving such request.
  - d. Vendor shall confirm the correction of the factual inaccuracy(ies) to the CPS SOPPA Representative within seven (7) calendar days of making such correction.
  - e. Vendor shall cooperate with requests for redaction, correction, deletion, clarification, or other modification from the CPS SOPPA Representative.

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- vii. 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 Agreement is meant and nothing shall be interpreted to mean that the Board releases any ownership or control of Student Data during the performance of the Services and delivery of Products under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. This Agreement 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.
  - viii. 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.
3. **Student Data Exhibit**. The Student Data Exhibit attached hereto to this Amendment #1 shall be deemed inserted into the Agreement as Exhibit D.
  4. **Entire Agreement**. Except as expressly provided in this Amendment #1, all terms and conditions of the Original Agreement shall remain in full force and effect.
  5. **Counterparts and Electronic Signature**. This Amendment #1 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both Parties.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment #1 by their duly authorized representatives as of the last date written below.

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

**HAZEL HEALTH, INC.**

Signed by:  
By: Pedro Martinez  
5AD8577B8FB041C...  
Pedro Martinez  
Chief Executive Officer

By: Jeff Sinko  
Name: Jeff Sinko

Title: Chief Legal Officer

Date: March 18, 2025 | 2:12:55 PM CDT

Date: 3/12/2025

Board Rule: 7-13(a)(i)

Approved as to legal form: Initial  
EJS DS  
JE

DocuSigned by:  
By: Ruchi Verma  
56B562E0EEA44C9...  
Ruchi Verma, General Counsel

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**EXHIBIT D**

**STUDENT DATA EXHIBIT**

This Student Data Exhibit (“**Student Data Exhibit**” or “**Exhibit**”) will be conducted pursuant to the terms and conditions of the 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 the Vendor. Defined terms used in this Student Data Exhibit will have the same meanings as those ascribed to such terms in the Agreement. If there is any conflict between this Student Data Exhibit and the Agreement, the Agreement shall govern and control.

The purpose of this Exhibit is to address student data 1) collection, 2) disclosure, 3) sharing, and 4) use by Vendor, in the process of providing services to CPS, and is required by The Student Online Personal Protection Act (“SOPPA”) and The Family Educational Rights and Privacy Act (“FERPA”).

**I. Student Data Collected**

CPS understands that Vendor will be collecting Student Data in the provision of Products and Services to CPS. The data collected pursuant to this Agreement shall be limited to the following, and only be collected by the Vendor if reasonable within the scope of their services under the Agreement:

- Name
  - Rostering
  - To enroll students in Hazel Health services
- Grade Level
  - Rostering
  - Reporting for CPS Staff
  - Other: To tailor delivery of Hazel Health services
- School
  - Rostering
  - Reporting for CPS Staff
  - Other: To facilitate Hazel Health services
- Language
  - To communicate and deliver Hazel Health services in Student’s primary language
  - Reporting for CPS Staff
- Age - date of birth will not be permitted absent exigent circumstances
  - Rostering
  - Teachers
  - Other: To enroll students in and tailor delivery of Hazel Health services
- Student ID
  - Rostering
  - Other: To enroll students in Hazel Health services
- Hazel Health Platform Username
  - Logging onto the Platform (if student is 18 years of age or older, or is emancipated)
  - Identification of Student on the Platform
- Hazel Health Platform Password
  - Logging onto the Platform (if student is 18 years of age or older, or is emancipated)
- IP Address
  - Logging
  - Auditing
  - Security
- Gender - Only to be used in the following circumstances:
  - Rostering
  - To tailor delivery of Hazel Health services
  - For reporting for CPS staff.

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Race/Ethnicity: Only to be used in the following circumstances:

- X Rostering
- X For reporting for CPS staff.

If the Vendor is collecting any other category of student data, they must be listed here, along with the purpose for collection:

- Other: Parent/Guardian Name
  - Purpose: Legal guardian demographic information
- Other: Parent/Guardian Email Address
  - Purpose: To contact parents/guardians of students about Hazel Health services when needed
- Other : Parent/Guardian Address
  - Purpose: To contact parents/guardians of students about Hazel Health services when needed
- Other: Parent/Guardian Mobile Phone
  - Purpose: To contact parents/guardians of students about Hazel Health services when needed
- Other: Parent/Guardian Address (Address, City, State, Zip)
  - Used in conjunction with health insurance data to bill insurance plans for services provided. Also to identify community resources and/or facilitate EMS services when needed.
- Other: Parent/Guardian Status
  - Purpose: To indicate whether contact is a legal guardian of the student
- Other: Parent/Guardian Relationship
  - Purpose: To indicate how the contact is related to the student

**II. DATA SECURITY & INTEGRATIONS**

Vendor must integrate with CPS' approved identity provider and rostering solution (Clever, One Roster, Classlink). Student Data shall not be transmitted through email. Vendor must integrate with CPS Single Sign-on. Exchange data may be accomplished using s-FTP, API, and/or web services if applicable. Authentication mechanisms and integration must comply with the Agreement, and must be compatible with the latest version of SAML protocol, or other CPS approved SSO service platforms (Google SSO, SAML, OAuth, OpenID Connect, WS-Federation, CAS).

**III. Disclosure of Student Data To Third Parties**

A list of all entities to which Vendor discloses student data to, or stores student data with, must be provided by Vendor below or be provided as an attachment to this Exhibit. The student data disclosed and the purpose for disclosure must also be listed. Any Third Party or Subprocessor not listed will be unauthorized to utilize or store Student Data in providing Services under this Agreement. (Examples here would be vendors used to provide customer service, troubleshooting, aid in rostering, configuration and authentication of the application, or storage of Student Data).

THIRD PARTY/SUBPROCESSOR NAME	STUDENT DATA SHARED	PURPOSE FOR SHARING STUDENT DATA
Heroku	Student data provided by CPS	Hazel application servers and database servers.

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SFTP To Go	Student data provided by CPS	CPS shares data to Hazel Health that is required to facilitate Hazel Health services
Mailgun	Parent/guardian data provided by CPS	Email communications to parents/guardians regarding Hazel Health services
Twilio	Parent/guardian data provided by CPS	SMS authentication when a parent/guardian creates a Hazel Health account
Pubnub	Parent/guardian data provided by CPS	Push notifications to parents/guardians regarding Hazel Health services
Vonage (Tokbox)	Student data and parent/guardian data provided by CPS	Facilitate telehealth visits between student and Hazel Health Provider
Snowflake	Student data and parent/guardian data provided by CPS	Data Warehouse for application servers
Fivetran	Student data and parent/guardian data provided by CPS	ETL data from application servers and stores in data warehouse, data is not stored or retained. Data only passes through.

**IV. VENDOR'S PRIVACY POLICY**

A link to the Vendor's Privacy Policy is required. The Vendor's Privacy Policy can be found here: <https://www.hazel.co/pages/privacy-policy>.

**Vendor attests that the information provided pursuant to this Exhibit is thorough and correct. Any Student Data not listed on this Exhibit cannot be collected by the Vendor, and any Third Party not listed pursuant to this Exhibit will be unauthorized to utilize or access Student Data in providing services.**

**HAZEL HEALTH, INC.**

By:  \_\_\_\_\_

Name: Jeff Sinko

Title: Chief Legal Officer

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Date: 3/12/2025