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**INTERGOVERNMENTAL AGREEMENT FOR  
SITE LICENSE FOR SCHOOL-BASED HEALTH CENTER  
(Englewood STEM High School)**

This Intergovernmental Agreement For Site License For School-Based Health Center ("**Agreement**") is effective as of the date last written below (the "**Effective Date**") between the Board of Education of the City of Chicago, commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**") and The Board of Trustees of the University Of Illinois, a body corporate and politic of the State of Illinois ("**Health Care Provider**" or "**UIC**"). The Board and Health Care Provider are each at times referred to hereinafter individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

- A. The Board desires that improved healthcare be made available to the students of the **Englewood STEM High School**, located at **6835 S. Normal, Chicago, Illinois 60621-2535** (the "**School**") through a school-based health center, being an on-site health clinic that will offer comprehensive health care and related services as more fully set forth herein(the "**Clinic**").
- B. The Board controls the real estate upon which the School operates ("**Property**"), which is legally described on **EXHIBIT A – "LEGAL DESCRIPTION OF PROPERTY"** attached hereto and incorporated herein. Either the City of Chicago in trust for the use of schools ("**City**") or the Public Building Commission of Chicago ("**PBC**") currently holds legal title of record to the Property for the benefit of the Board. If the PBC is the current titleholder, the City would hold a reverter interest in the Property. These entities are collectively referred to hereinafter as their respective interests may appear as "**Titleholder(s)**."
- C. Health Care Provider has represented that it has the expertise, knowledge, skill, experience and other resources necessary to provide such improved healthcare and to operate the Clinic at the School providing medical services, which shall include a comprehensive and varied array of primary and preventative medical services (hereinafter collectively referred to as the "**Services**") to the students and to other members of the surrounding community as agreed upon by the School's Principal ("**Community Members**") as further described in this Agreement.
- D. Health Care Provider will bill insurance for services rendered. Health Care Provider may also provide on-site health care and related services to Community Members, the fees for which will be paid by any such Community Member or by insurance. In no event shall the Board be required to pay for any health care or related services provided by Health Care Provider to any Community Members or to any of the School's students.
- E. All Services shall be offered regardless of income, insurance or health status.
- F. The Clinic will occupy the space delineated on **EXHIBIT B – "CONTEXT PLAN"** attached hereto and incorporated herein as the "**Clinic Premises**."
- G. Health Care Provider shall use the Clinic Premises only in connection with rendering the Services to the School and to Community Members as more fully set forth herein in accordance with the terms of this Agreement (the "**Use**") and only during the time periods set forth below.
- H. The Parties agree that Health Care Provider shall make such Services available and operate the Clinic as more particularly described herein.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated by reference and made a part of this Agreement, the mutual promises, covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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1. **GRANT OF LICENSE.** The Board hereby grants a license to Health Care Provider at no charge or license fee for the use and occupancy of the Clinic Premises within the School for the Use upon and as limited by the terms of this Agreement ("**License**").

2. **TERM OF AGREEMENT; RENEWALS; TRANSITION PERIOD.**

A. **Term; Renewal.** Health Care Provider shall have such use and occupancy of the Clinic Premises (except as limited below in Sections 2.B. and 3 of this Agreement) to provide Services and otherwise operate the Clinic in accordance with the Use and with the terms of this Agreement, commencing on the Effective Date and continuing through the day preceding the day that is five years after the Effective Date, unless terminated sooner as provided in this Agreement ("**Term**").

There is one option to renew this Agreement by agreement of the Parties for a period of five (5) years ("**Renewal Term**"), provided that the Board's underlying authority remains in effect. The renewal agreement for any Renewal Term shall be executed by the Board President and Secretary on behalf of the Board, and by the Health Care Provider's duly authorized representative, and subject to the approval as to legal form by the Board's General Counsel.

B. **Transition Period; Set-Up Access.** Health Care Provider shall not operate the Clinic Premises as a school-based health center until the Transition Date (hereinafter defined). The "**Transition Date**" shall be agreed upon between the Parties and is anticipated to be on or about September 3, 2019, but shall not occur until the occurrence of all of the following: a) Health Care Provider has received any required or necessary governmental and regulatory approvals to operate the Clinic; b) The Board has received any required or necessary governmental and regulatory approvals for occupation and operation of the Clinic Premises, including without limitation any Certificates of Occupancy (the approvals set forth in a) and b) are collectively referred to as the "**Occupancy Approvals**"; and c) Health Care Provider has transitioned its operations into the Premises, which date shall be no later than 14 days after Health Care Provider and Board have received the Occupancy Approvals. The Parties shall memorialize the Transition Date in writing. The Parties acknowledge that Health Care Provider has inspected the Clinic Premises and that the Board has received a Temporary Certificate of Occupancy. Subject to the provisions of Section 11 and Exhibit C hereof, Health Care Provider shall have access and keys to the Clinic Premises for the purpose of setting up its equipment, furniture, and approved fixtures upon the execution of this Agreement and satisfaction of all Insurance requirements.

3. **LIMITATIONS.**

A. After the Transition Date, Health Care Provider shall have the right to utilize the Clinic Premises for the Use on Mondays through Fridays from one-half hour before School opens until one-half hour after the School closes (School hours are anticipated to be Monday through Thursday from 8:30 a.m. to 3:22 p.m., and Fridays from 8:30 a.m. to 2:48 p.m., to be conformed to the School hours), and any other mutually agreed upon times as documented in writing between the School's Principal and the authorized representative of the Health Care Provider.

B. Health Care Provider acknowledges that the primary function of the building in which the Clinic Premises are located is the operation of the School and that Health Care Provider's License hereunder is and shall at all times remain throughout the Term and any Renewal Terms subordinate to and ancillary to School operations and, in accordance therewith, Health Care Provider hereby agrees that Health Care Provider shall conduct its operations in the Clinic Premises in a manner that will not interfere with, interrupt, disturb or disrupt in any manner the operation of the School.

C. Control and access to the School remains with the School and, to the extent that the Clinic shares common space and/or ingress/egress with the School, the Clinic agrees to abide by and to assure, to the furthest extent possible, that its employees, agents, subcontractors, invitees,

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clients, and any other Community Members as identified in this Agreement abide by School's and/or CPS's policies and procedures regarding the use of same to ensure the safety and security of CPS students and staff.

D. The Clinic Premises shall have a separate exterior door permitting ingress and egress from outside of the School into the external reception/check-in area of the Clinic Premises. The Clinic Premises shall also have an internal door between the remainder of the School interior and the interior reception area of the Clinic Premises, where students of the School will check in. For other than students enrolled at the School and CPS employees or contractors assigned to perform cleaning, maintenance, repair, inspection, engineering, and other reasonable building concerns or other similar work at the Clinic (or other CPS employees assigned to the School as may be reasonably necessary in an emergency situation), all access to the Clinic Premises for users (including without limitation students from other schools) and employees, agents, and contractors of Health Care Provider shall be through the exterior door of the Clinic Premises, to be checked in at the external reception area. No one other than students enrolled at the School and CPS employees and contractors as set forth in the preceding sentence shall gain entrance to the Clinic Premises by entering through the internal door between the School and the internal reception area of the Clinic Premises.

**4. RESPONSIBILITIES OF HEALTH CARE PROVIDER.** Throughout the Term and any Renewal Terms, Health Care Provider shall:

- A. Provide the Board with evidence of proper licensing to provide the Services.
- B. Except as otherwise specifically provided in this Agreement, establish and be solely responsible for the overall operation of the Clinic, and bear all operational costs associated therewith.
- C. Be solely responsible and liable for all Services rendered at the Clinic, which shall include some or all of the following: age appropriate well-child exams and health screenings; immunizations; diagnosis and treatment of minor illness and injury; diagnosis of acute illness and injury; management and monitoring of chronic conditions; basic laboratory services; medication prescription; health guidance and preventive services; behavioral health services; individual, group and/or classroom health and education services; individual patient fitness and nutrition counseling; individual patient age-appropriate reproductive health services and education; and referrals for services not directly provided in the Clinic. The Services may be modified by the Parties by written agreement signed by the Parties' authorized representatives.
- D. Provide a multidisciplinary team of physicians, nurse practitioners and/or other health care professionals, as necessary, to provide the Services to the students in the School, and, if agreed upon in advance in writing by the Health Care Provider and the School's Principal, Community Members, including students in other schools, siblings of current students, and alumni of the School through their 21<sup>st</sup> birthday.
- E. Ensure the Clinic is certified and maintains certification with the Illinois Department of Public Health in compliance with the Illinois Standards for School-Based/Linked Centers (77 Illinois Adm. Code 641 at 42 Ill. Reg. 12358, as may be amended) and that all personnel rendering Services at the Clinic are duly licensed and certified to render such Services.
- F. Cooperate with the School's Principal, the School's nurse, social workers, psychologists, counselors, case managers, coaches and other School staff to ensure that the Clinic is an integral part of the School, and that the Services rendered meet the health needs of the School.
- G. Operate the Clinic for the appropriate number of days and hours as required pursuant to standards set by the Illinois Department of Public Health as may be amended.

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- H. Provide all decorations, equipment and furnishings for the Clinic including, but not limited to, telephones, computers and related infrastructure and services.
- I. Provide for the removal of any and all medical and biological waste and hazardous waste materials in accordance with all applicable Federal, State and local health and safety laws and regulations, as may be amended, including but not limited to the Occupational Safety and Health Act of 1970 ("OSHA") and 415 ILCS 5/56, both as may be amended.
- J. Secure all medications and other controlled substances so that they may be accessed only by the Clinic's authorized personnel and shall not be accessible to any School students, employees, agents or subcontractors.
- K. Secure a written consent from a legal guardian or parent, if required by law, prior to rendering any Services to a student.
- L. Comply with the Health Insurance Portability and Accountability Act of 1996, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("HIPAA") as may be amended, if and where applicable.
- M. Maintain medical records in accordance with applicable State and Federal laws and regulations.
- N. Communicate with the School's Principal, nurse and social worker as appropriate and at all times, within the limits of HIPAA and all other laws regarding confidentiality of individually identifiable health information, regarding any medical (physical and/or mental health) issues which may have a direct effect upon the students or activities at the School.
- O. Provide the Board on an annual basis with a copy of the written report submitted to the Illinois Department of Public Health regarding the number of students served at the Clinic and the Services rendered.
- P. Maintain adequate insurance as set forth in this Agreement for the operation of the Clinic and the rendering of the Services, and any Health Care Provider's Work (hereinafter defined).
- Q. Intentionally omitted.
- R. Work with the Board's Children and Family Benefits Unit to coordinate application activities to ensure CPS students have appropriate medical insurance, as appropriate and if resources are available.
- S. Work with the Board's Office of Student Health & Wellness to coordinate immunization/school physical requirements and to participate as a member of the crisis intervention team as appropriate and if resources are available.
- T. Subject to the limitations set forth in Subsection 2.B. and Section 3 and elsewhere of this Agreement, ensure that the Clinic is accessible to School personnel and other Board employees as appropriate.
- U. Subject to all applicable laws which may restrict such access, including, without limitation, laws relating to controlled substances and medical records, ensure that the Clinic is accessible to School personnel and other Board employees, agents, and/or subcontractors for purposes of cleaning, maintenance, repair, inspection, engineering, and other reasonable building concerns or similar work.
- V. Not cause or permit any lien, interest or encumbrance ("Liens"), whether created by act of Health Care Provider, operation of law or otherwise, to attach to or be placed upon the Board's

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or any other party's title or interest in the Clinic Premises, including without limitation that of Titleholder(s) and also including Health Care Provider's interest in this Agreement. In case of any such Lien attaching, Health Care Provider shall immediately pay and remove/eliminate such Lien or furnish security or indemnify the Board in a manner satisfactory to Board, in its sole discretion, to protect the Board against any defense or expense arising from such Lien. If Health Care Provider fails to pay and remove any Lien or contest such Lien in accordance herewith, the Board, at its election, may pay and satisfy same, immediately terminate this Agreement or this License, in whole or in part, and cause to be sold any contents of Clinic to satisfy such debt to the Board. The Board's rights against the Health Care Provider in this sub-section shall be in addition to those rights set forth in this Agreement, including those set forth in the Indemnification and Termination Sections.

W. No Recording. Health Care Provider is prohibited from recording this License on the public records of any public office (other than pursuant to UIC's internal records), and in any event no "recording" shall be done in any manner that would encumber this License interest, the School, or the Clinic Premises.

X. Background Check. Health Care Provider 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 (for purposes of this Subsection 4.X., "Services" shall also include other work, such as and without limitation, Health Care Provider's Work (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. Health Care Provider shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Health Care Provider has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

i. 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.

ii. Criminal History Records Check. Health Care Provider shall, at its own cost and expense (unless otherwise agreed between Health Care Provider and Board), 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:

a. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;

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- b. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
  - c. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- iii. Department of Children and Family Services Check. At Health Care Provider's cost and expense (unless otherwise agreed between Health Care Provider and Board), 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"). Health Care Provider 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.
- iv. Background Check Representations and Warranties: With respect to each Background Check, Health Care Provider further represents and warrants that Health Care Provider shall:
- a. 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;
  - b. 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;
  - c. 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;
  - d. 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 Provider knows that he/she did not successfully pass a DCFS Check;
  - e. 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

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f. 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.

v. Allocation of Costs and Liquidated Damages. Health Care Provider is obligated to cause the Background Check to be performed for all Staff, and unless otherwise agreed between Health Care Provider and Board, Any other cost due to Health Care Provider's Staff's time to perform such Background Checks shall be the responsibility of Health Care Provider. Health Care Provider shall be responsible for the costs of such Background Check. Whether or not Health Care Provider allocates the costs to its subcontractors shall not affect Health Care Provider's obligations in this Section.

If Health Care Provider 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 Health Care Provider may have or enter into with the Board until Health Care Provider 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, if any); (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 instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Health Care Provider's non-compliance with this Section shall constitute a material breach of this Agreement.

Y. Provide prompt notice to the School's Principal of any defects or other conditions in the Premises that inhibit the Use or that are otherwise to be addressed by the Board. In the event that the defect or other condition is not addressed to the Health Care Provider's reasonable satisfaction within ninety (90) days of written notice to the Principal (except in the event of emergency that requires prompt addressing as permitted by the Board's capital plan), the Health Care Provider shall provide written notification to the Board's Chief Health Officer (or if none, the Chief Operations Officer) and also to the General Counsel in accordance with the Notice Section of this Agreement.

5. **RESPONSIBILITIES OF THE BOARD.** The Board shall:

A. Provide the Clinic Premises as identified in this Agreement to be used by the Health Care Provider for the Clinic, with no license fee being due from the Health Care Provider to the Board.

B. Provide custodial and maintenance services for the Clinic in accordance with Board standards, excluding, however, removal of any and all medical and biological waste and hazardous waste materials, which is the responsibility of the Health Care Provider.

C. Provide water, gas, and electricity ("**Operational Services**") to the Clinic at no cost to Health Care Provider.

In the case of any necessary and planned shut-down of Operational Services that will affect the Clinic, the Board will give Health Care Provider reasonable prior notice and use reasonable efforts to limit such shut-downs to minimize disruption of the operations of the Clinic.

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- D. Subject to the limitations on access set forth in Subsection 2.B. and Section 3 and elsewhere in this Agreement, provide appropriate access to the Clinic including evening, weekend, school holidays and summer as deemed appropriate by the School Principal.
- E. Use good faith efforts to have the School's Principal and staff be knowledgeable and supportive of the Services and cooperate with the Health Care Provider in efforts to secure funding, conduct special events and otherwise support the Clinic's operations to the extent that it does not interfere with the primary function of the School.
- F. After the completion of the Transition Period, permit Health Care Provider to place an exterior sign announcing the presence of the Clinic in a location and with such form and content as agreed upon by Health Care Provider and the Board.
- G. Make reasonable and prompt efforts to maintain the Clinic Premises and all of its structural elements, mechanical systems, in a condition of good repair and good order and in compliance with all applicable building codes.
- H. Not suffer or permit any waste or injury to the Clinic Premises not caused by Health Care Provider, its employees, patients, agents, and invitees.

6. **COSTS AND EXPENSES.** Except for those matters that are the responsibility of the Board as set forth in Section 5 above, any and all other costs, expenses or fees arising out of or relating to the granting of this License and Use of the Clinic shall be borne by the Health Care Provider, including, without limitation, permit or approval fees and insurance premiums. To the extent the Board is obligated to pay any of the preceding costs, expenses or fees, the Health Care Provider shall reimburse the Board within five (5) days after receipt of written notice from the Board regarding the same.

7. **COMPLIANCE WITH LAWS.** Health Care Provider shall, at all times during the Term and any Renewal Term(s), comply (and shall cause its employees and agents and contractors, to comply) with all laws, codes, statutes, ordinances and regulations (including without limitation, the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment and any others relating to non-discrimination, 42 C.F.R. § 1001.952(w), and all environmental Laws and Rules as set forth below in the second paragraph of this Section 7) applicable to this Agreement (including without limitation any Health Care Provider's Work, and the rendering of the Services and Health Care Provider's Use of the Clinic (all collectively "**Laws and Rules**").

Without limitation, Health Care Provider shall comply with all applicable environmental and other laws, ordinances, and regulations in the performance of Health Care Provider's Work (as defined on **EXHIBIT C – "REQUIREMENTS FOR ANY ALTERATIONS OR MODIFICATIONS TO THE CLINIC PREMISES"** attached hereto and incorporated herein) and the operation of the Clinic and the provision of Services. Health Care Provider shall not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Clinic Premises in violation of any applicable Laws and Rules (hereinafter defined) now or at any future time and, to the fullest extent permitted by law, will indemnify, defend and hold harmless the Board, including its School and Local School Council, and City and PBC in their capacity as Titleholder(s), and each of their respective members, employees, agents, officers and officials, from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind (including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work) to the extent arising from Health Care Provider's, its employees' or agents' or contractors' or subcontractors' acts or omissions, including without limitation noncompliance with this Agreement or with any applicable environmental law or regulation. "**Hazardous Materials**" means, without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, methane, mercury vapor lamps, lead-based paint, poly chlorinated biphenyl compounds, hydrocarbons or like substances and their additives or



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constituents, caustic cleaning substances or materials, pesticides and toxic or other hazardous substances or material, including without limitation, substances now or hereafter defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the following statutes, as amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*); the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9671 *et seq.*); the Hazardous Materials Transportation Act (49 U.S.C. § 1801, *et seq.*); the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.* and regulations - 40 CFR Part 760); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.* and ); the Clean Air Act (42 U.S.C. § 7401 *et seq.*); the Clean Water Act (33 U.S.C. § 1251, *et seq.*); the Rivers and Harbors Act (33 U.S.C. § 401 *et seq.*); and any so-called "Superlien Law"; and the regulations promulgated pursuant thereto, and any other applicable federal, state or local law, common law, code, rule, regulation, order, policy or ordinance, presently in effect or hereafter enacted, promulgated or implemented imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material.

**8. CONFIDENTIAL INFORMATION; DISSEMINATION OF INFORMATION; SURVIVAL.**

A. Confidential Information. In the performance of this Agreement, each Party may have access to or receive certain information from the other Party that is not generally known to others ("**Confidential Information**"). Each Party acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, business plans, financial data, student data, educational records, employee data, information relating to health records, and other information of a personal nature. It is understood that Confidential Information may also include confidential or proprietary information of third parties provided by a Party to the other Party in the course of the performance of Services under the Agreement. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of the Party; (ii) made available to a Party by an independent third party having the legal right to make such disclosure; and (iii) information that can be established and documented by a Party to have been independently developed or obtained by such Party without violating the confidentiality obligations of the Agreement and any other agreements between the Parties.

B. Use of Confidential Information. Each Party shall only use Confidential Information for the sole purpose of performing under this Agreement and shall not disclose the Confidential Information of the other Party to those of its directors, officers, agents, servants, employees, and contractors who need to know the Confidential Information in order to perform in accordance with this Agreement. Each Party shall not copy or otherwise reproduce the Confidential Information of the other Party for any purposes outside the terms of the Agreement without the prior written consent of the other Party, except where required for its own internal use in accordance with this Agreement. Each Party shall use at least the same standard of care in the protection of Confidential Information as such 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. 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 Illinois School Student Records Act ("ISSRA"), HIPAA, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, the Illinois Aids Confidentiality Act and other applicable laws and regulations. Upon the expiration or termination of the Agreement, each Party shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Board along with all copies thereof in its possession including copies stored in any computer memory or storage medium.

C. Handling of Confidential Information. Each Party shall protect against the unauthorized access, use or disclosure of Confidential Information by employing security measures when handling Confidential Information that are at least as safe as the following:

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- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- ii. Encrypt all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, electronic tape, flash drives, etc.. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). Confidential Information stored in any portable or removable electronic media shall only be mailed in accordance with the provisions of Section 8(c)(i) above;
- iii. Not send with Encrypted Confidential Information, via mail or electronically, any password or other information sufficient to allow decryption;
- iv. Not leave Confidential Information in any medium unsecured and unattended at any time;
- v. 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;
- vi. Password protect any laptop or other electronic device that contains Confidential Information. Additionally, any laptop or other electronic device that contains Confidential Information shall have its full hard drive Encrypted. The Parties 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. The Parties shall ensure that no password or other information sufficient to access a laptop or electronic device containing Confidential Information is attached to or located near the laptop or other electronic device at any time.
- vii. 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 that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, the Parties shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.
- viii. Confidential Information shall be stored, backed up, and served only on servers located in the continental United States. Networks where Confidential Information may be stored shall have an in-line intrusion prevention system that inspects incoming data transmissions. The Parties shall have a documented disaster covered 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 Agreement.

D. Dissemination of Information. Other than as specifically allowed under the Agreement, neither Party shall disseminate any Confidential Information to a third party without the prior written consent of an authorized representative of the other Party, or as regarding the medical and/or personal information of individual patients, as required or permitted by applicable law or regulation. If either Party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information and/or Work Product (as defined below) which may be in the subpoenaed Party's possession as a result of Services provided under the Agreement, the subpoenaed Party shall immediately give notice to the other Party and its General Counsel with the understanding that the other Party whose Confidential Information is being sought shall have the opportunity to contest such process by any means

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available to it prior to submission of any documents to a court or other third party. The subpoenaed 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.

E. Return or Destruction of Confidential Information. The Parties shall, at the disclosing Party's option, destroy or return all Confidential Information provided by the disclosing Party to it within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information within five (5) days of the expiration or termination of this Agreement unless the non-disclosing Party receives permission in writing from the Board's Chief Health Officer (or if that position is then vacant, the Board's Chief Operations Officer), or designee thereof or the Health Care Provider's authorized representative that the non-disclosing Party may retain certain Confidential Information for a specific period of time. In the event the disclosing Party elects to have the non-disclosing Party destroy the Confidential Information, the non-disclosing Party shall provide an affidavit attesting to such destruction.

F. Unauthorized Access, Use or Disclosure. If either Party becomes aware of any unauthorized access, use, or disclosure of the other Party's Confidential Information, it shall: (i) notify the other Party immediately, which shall be as soon as possible but no more than five (5) business days from receipt of notice of the unauthorized access, use or disclosure; (ii) take prompt and immediate action to prevent further unauthorized access, use or disclosure; (iii) cooperate with the other 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 other Party's duties under the law; and (iv) take such other actions as the other Party may reasonably require to remedy such unauthorized access, use or disclosure, including if required under any federal or state law, providing notification to affected persons. Health Care Provider shall bear the losses and expenses (including attorneys' fees) associated with a breach of Health Care Provider's obligations for the protection and handling of Confidential Information 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 Board. Health Care Provider shall include provisions consistent with this Section in contracts with any subcontractors providing any Services under the Agreement.

G. Student Data. Student Data means any data, metadata, information, or other materials of any nature recorded in any form whatsoever, that is generated, disclosed, transmitted, created, or provided by the Board, either directly or through its students, employees, agents, and subcontractors, including all information used, created, or generated through the Board's use of any technology that is directly related to a CPS student. For purposes of this Agreement, Student Data shall still be considered Confidential Information; additional requirements regarding Student Data specifically are described below.

H. 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. Health Care Provider 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 and treated as such.

I. Additional Obligations Regarding Treatment of Student Data. In addition to the above stated obligations for the treatment and handling of Confidential Information, Health Care Provider shall abide by the following obligations when treating and handling Student Data:

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- i. **Student Data Use.** Health Care Provider shall not use Student Data, including persistent unique identifiers, data created or gathered by Health Care Provider's site, Products, Services, and technology, to amass a profile about a CPS student or otherwise identify a CPS student except in furtherance of specific school purposes as may be agreed upon in writing between the Board and Health Care Provider. Health Care Provider will use Student Data only for the purpose of fulfilling its duties and delivering Services under this Agreement, and for improving Services under this Agreement in a way that does not otherwise violate the terms of this Agreement regarding the treatment of Confidential Information.
- ii. **Student Data Collection.** Health Care Provider will collect only Student Data necessary to fulfill its duties as outlined in this Agreement.
- iii. **Marketing and Advertising.** Health Care Provider shall not advertise or market to students or their parents/legal guardians when the advertising is based upon any Student Data that Health Care Provider has acquired because of the use of that Health Care Provider's site, Products, Services, or technology. Advertising or marketing may be directed to a school or Board only if the student information underlying the marketing and/or advertising is properly de-identified.
- iv. **Student Data Mining.** Health Care Provider is prohibited from mining Student Data for any purposes other than those agreed to by the parties in performance of the Agreement. Student Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
- v. **Student Data Transfer or Destruction.** Health Care Provider will ensure that all Student Data in its possession and in the possession of any subcontractors, or agents to whom Health Care Provider may have transferred Student Data, are destroyed or transferred to the Board when Student Data is no longer needed for its specified purpose or if not required to be retained by applicable federal and state laws and regulations.
- vi. **Rights and License in and to Student Data.** The Parties agree that 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 under this Agreement. Student Data shall remain under the control of the Board throughout the Term of this Agreement, including any Renewal Terms. Health Care Provider has a limited, nonexclusive license to the use of Student Data solely for the purpose of performing its obligations as outlined under the Agreement. This Agreement does not give Health Care Provider any rights, implied or otherwise, to Student Data, content, or intellectual property, except as expressly stated in the Agreement. Health Care Provider does not have the right to sell or trade Student Data.
- vii. **Sale of Student Data.** Health Care Provider is prohibited from selling, trading, or otherwise transferring Student Data to any third parties, except with the express written prior consent of the authorized Board representative and approval of the Board's General Counsel. This prohibition does not apply to the purchase, merger, or other type of acquisition of Health Care Provider by another entity approved by the Board in accordance with the Assignment Section of this Agreement, provided that Health Care Provider or successor entity continues to be subject to the provisions of this Agreement with respect to previously acquired Student Data.
- viii. **Intentionally omitted.**

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ix. Access. Any Student Data held by Health Care Provider will be made available to the Board upon request of the Board, if and to the extent permitted by HIPAA and other applicable federal and state laws and regulations. The identity of all persons having access to Student Data through Health Care Provider will be documented and access will be logged.

x. Security Controls. Health Care Provider 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 Agreement, 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 data must be secured in transit using secure FTP services or https/TLS 1.0+. Health Care Provider is required to specify any Personally Identifiable Information (PII) collected or used by their Products. In addition, Health Care Provider 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). Health Care Provider 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 Agreement. Health Care Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Health Care Provider 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. Health Care Provider agrees to share its incident response plan upon request.

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

xi. Security Safeguards. Health Care Provider agrees to provide the following additional safeguards:

- a. Include component and system level fault tolerance and redundancy in system design.
- b. Encrypt user passwords in any data storage location and obfuscate password entry fields in any entry interface controlled by the discloser.
- c. Encrypt Student Data at-rest and in-transit.
- d. Authentication of users at login with a 128-bit or higher encryption algorithm.
- e. Secure transmission of login credentials.

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- f. Automatic password change routine.
- g. Trace user system access via a combination of system logs and Google Analytics.
- h. 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.
- i. 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.
- j. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
- k. Ensure that Student Data is stored in privately addressed network devices that have no direct interaction with public networks.
- l. Provide a documented disaster recovery plan upon request by the Board that includes the following elements:
  - Available recovery times.
  - Conduct 24x7 system monitoring that is capable of detecting potential outages.
  - Plans for File-level, Database and server recovery after a component/system failure, damage or compromise.
  - Substantial geographical separation between data centers hosting production, backup and redundant system elements.
  - Include recovery/mitigation procedures for all managed sites, including subcontractors, agents, and other recipients.
  - Include provisions for at least the following events:
    - Fire
    - Natural disaster
    - Sabotage
    - Accidental human error
    - Flooding
    - Equipment failure
    - Application/database failure
    - Other unlikely events
  - 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.
- m. Prevention of hostile or unauthorized intrusion.
- n. 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 Agreement do not have access to Student Data. Health Care Provider shall provide the security measures taken to ensure that said employees do not have access to Student Data.

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- o. Backup of all Student Data at least once every twenty-four (24) hours.
- p. Perform content snapshots at least daily and retain for at least ninety (90) days.

J. Injunctive Relief. In the event of a breach or threatened breach of this Section, each Party acknowledges and agrees that the other would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, each Party agrees that the other Party shall be entitled to 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 Parties may have in equity, by law or statute.

K. Press Releases; Publicity; Board Intellectual Property. Health Care Provider shall not issue publicity news releases; grant press interviews; use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools during or after the performance of any Services, except as may be required by law or with the prior written consent of authorized representatives of the Board, which as to Community Members shall not be unreasonably withheld. Furthermore, Health Care Provider shall 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 his/her designee.

L. Employees, Agents and Subcontractors. Each Party agrees to cause its employees, agents and contractors and subcontractors to undertake the same obligations as agreed to herein.

M. Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

9. DAMAGE TO CLINIC. Except for ordinary wear and tear after last required repair or replacement, Health Care Provider shall repair any damage to the Clinic caused by Health Care Provider, or by its employees or agents. Further, Health Care Provider shall maintain and replace, as needed, all equipment and other personal property used in connection with the Clinic. Except for ordinary wear and tear after last required repair or replacement, the Board shall repair any damage caused to the Clinic and/or the property of Health Care Provider caused by the Board or its employees or agents.

10. RESERVED.

11. ALTERATIONS AND MODIFICATIONS. Health Care Provider shall not alter or modify the Clinic Premises without the prior written approval of the Board. There shall be no invasive activities without the written consent of Board's designee e.g., no fasteners, if any, or other items are to invade or pierce walls, floors, ceilings etc. The following painted surface preparation activities are prohibited at the School, such as peeling paint scraping, abrading, and surface sanding. No alterations or modifications shall commence prior to the written approval of the Board as provided herein in this Section 11 and in Exhibit C. Any such alterations or modifications of the Clinic Premises shall be at Health Care Provider's sole cost and expense, without right of reimbursement from the Board, unless the Board agrees, in writing, otherwise. Health Care Provider is given notice that any alterations or modifications of the Clinic Premises, must be in compliance with any applicable statutes, ordinances, regulations, and codes and that the Board's Multi-Project Labor Agreement (or PLA, as defined in Exhibit C) with various trade unions may apply to such work. The provisions set forth on Exhibit C shall apply to any such Board-approved Health Care Provider's Work to the Clinic Premises.

12. WAIVER OF CLAIMS. To the fullest extent permitted by law, Health Care Provider hereby releases the Board, the School and the Local School Council that is affiliated with the School, and the City and PBC in their capacity as Titleholder(s), and their respective members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any

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of the preceding from, and waives all claims for damages to person or property sustained by Health Care Provider, regardless of the cause thereof, except to the extent that such claim is caused by the grossly negligent or willful acts of the Board, the School or the Local School Counsel affiliated with the School or their respective members, officers, directors, employees, agents, affiliates and representatives. Nothing in this Section 12 or otherwise shall be deemed to waive or alter in any way any statutory or other immunities generally available to the Board under the Local Governmental and Governmental Employees Tort Immunity Act or other provisions of statutory and common law.

13. **CONDITION OF CLINIC/BUILD-OUT.** No agreements or representations have been made to Health Care Provider regarding the condition of the Clinic Premises, its suitability for the stated Use or whether it is zoned properly for Health Care Provider's Use. By executing this Agreement, Health Care Provider acknowledges and agrees that it had the opportunity to inspect the Clinic Premises and conclusively waives all claims relating to the condition of the Clinic Premises and accepts the Clinic Premises as being free from defects and in good, clean and sanitary order, condition and repair. The Parties acknowledge that no significant build-out and/or renovations will be made to the Clinic Premises other than any subsequent alterations or renovations proposed to be made by Health Care Provider, which alterations or renovations require prior written approval of Board and are to be made pursuant to the requirements of Section 11 and Exhibit C hereof.

14. **TERMINATION; DEFAULT.** This Agreement shall terminate upon the first to occur of the following:

- A. The Board, in its sole discretion, ceases to operate the School.
- B. If either Party fails to observe or perform any material covenant, License, obligation, duty or provision of this Agreement and fails to cure or initiate attempts to cure after being given notice of the default, the non-defaulting Party may, after thirty (30) days' notice to the defaulting Party (except in the case of emergencies in which event the default shall be cured immediately, or which, if such default cannot be reasonably cured within thirty [30] calendar days after service of such notice, the defaulting party fails to commence and continue diligent efforts to cure) terminate this Agreement. Such termination shall not limit or foreclose the non-defaulting Party's right to seek any further and additional remedies at law, in equity, or in accordance with the other terms of this Agreement.
- C. Upon ninety (90) days prior written notice from one party to the other that it desires to terminate the Agreement, if and to the extent permitted by applicable federal and state laws, regulations and requirements of the United States Department of Health and Human Services Health Resources and Services Administration.
- D. Five years from the date of execution, unless renewed within the parameters set forth in Section 2.A. hereof.
- E. As determined by the Board in the exercise of its sole discretion upon thirty (30) days written notice

The obligations of this Article 14 shall survive the termination of this Agreement.

15. **RETURN OF PROPERTY.** Upon the expiration of the Term (or any Renewal Term) or the earlier termination of this Agreement as provided herein, Health Care Provider shall immediately vacate and surrender the Clinic Premises. Health Care Provider shall leave the Clinic Premises in broom-clean condition, with all portions of the Board's build-out and Health Care Provider's Work remaining in good condition suitable for the use of a school-based health center or other use by the School, ordinary wear and tear after last required repair or replacement excepted. With the exception of furnishings and equipment provided by Health Care Provider that are not affixed to the interior walls, floor, or ceiling of the Clinic Premises, including without limitation mounted diagnostic and IT equipment owned by Health Care Provider, which can be removed without damage to the Clinic Premises (which non-affixed furnishings



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and equipment shall be removed by Health Care Provider by the date of such vacation), all alterations, modifications and improvements to the Clinic Premises including without limitation any Health Care Provider's Work, shall become the property of the Board at the expiration or earlier termination of this Agreement without further action on the part of the Board or Health Care Provider and without cost to Board, at which time title to same shall be deemed to have vested in the Board.

16. **SITE INSPECTIONS.** After the Transition Date, at least once annually, or at the reasonable request of either Party, representatives from the Board's Department of Operations, Office of Student Health & Wellness, and/or the School's engineer shall perform a physical inspection of the Clinic Premises with a representative from Health Care Provider to assure that the Board is providing adequate and necessary custodial, maintenance and utility services and shall, if the Parties determine that the same is necessary, negotiate in good faith the required services and standards therefor. Provision and installation of required fire extinguishers in the Clinic shall be at Health Care Provider's expense and included as part of the Board's build-out; provided however, annual inspection of same shall be included as part of this physical inspection, and any required maintenance and replacement shall be at the expense of Health Care Provider. Office of Student Health & Wellness representatives will assess the Health Care Provider's utilization of the Clinic Premises as well as School's cooperation in Clinic activities.

17. **DISPUTE RESOLUTION.** If there is a dispute between the Health Care Provider and the School's Principal, such matter shall be referred to the Board's Chief Health Officer or designee (or, if that position is then vacant, the Board's Chief Operations Officer or designee), who shall resolve the issue. If such resolution is not satisfactory to Health Care Provider or the School's Principal, the matter shall be referred to the Board's Chief Executive Officer for final resolution, which resolution shall be determined within ten (10) school days of such referral. The dispute resolution set forth in this section shall not be exclusive, and shall not restrict the rights of either Party to other legal or equitable remedies.

18. **INSURANCE.** Health Care Provider shall provide and maintain at all times, at Health Care Provider's own expense, commercial insurance and/or funded self-insurance covering all operations under this Agreement (including without limitation, all use of the Clinic Premises, performance and provision of the Services and the Health Care Provider's Work, and any other construction or other work in or for the Clinic Premises, whether engaged in or performed by Health Care Provider or by its contractors or subcontractors) (collectively "**Insurable Operations**"). All such commercial insurance shall be in form and substance satisfactory to the Board, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverage shall be provided to the Board. Health Care Provider agrees to provide at least thirty (30) days advance public written notice in the event the insurance coverage thereby provided is reduced, canceled or not renewed.

Any commercial policies for the coverages required hereunder (with the exception of auto liability, workmen's compensation/employer liability and medical professional liability) required hereunder shall name as additional insureds, the Board, the School and the Local School Council which is affiliated with the School, the City and PBC in their capacity as Titleholder(s) as their interests may appear, and the respective members, officers, directors, employees, and agents of the foregoing, and any other parties which may be designated in writing by the Board, as additional insureds on a primary, non-contributory basis for general liability arising out of the Health Care Provider's use of the Clinic Premises and any Insurable Operations.

Health Care Provider agrees that any commercial insurers for the coverages required hereunder waive their rights of subrogation against the Board and any other additional insureds. Policies shall also contain, whether by endorsement or otherwise, a waiver of subrogation clause in favor of the Board and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against the Board or such other additional insureds. Insurance requirements are:

A. **Workers Compensation and Employers Liability.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits

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for all employees as required by law and Employers' Liability Insurance covering all Health Care Provider's employees who perform the Services, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

B. Commercial General Liability. Commercial General Liability Insurance or equivalent with limits of not less than Five Million and 00/100 Dollars (\$5,000,000) per occurrence and Five Million and 00/100 Dollars (\$5,000,000) in the aggregate for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and completed operations, products, defense, and broad form blanket contractual liability (with no limitation endorsement). For Health Care Provider's Construction Contractors (as defined on Exhibit C), commercial general liability insurance may not exclude or limit coverage for sexual abuse or molestation.

C. Automobile Liability. When any motor vehicles (owned, scheduled and hired) are used in connection with any Insurable Operations, the Health Care Provider must provide Automobile Liability Insurance, with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance. Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance, Medical Professional Liability, Sexual Abuse and Molestation Coverage, Contractor's Pollution Liability, and Cyber Liability and Privacy & Security Insurance

E. Medical Professional Liability Insurance. Medical Professional Liability Insurance for medical malpractice and negligent acts related to the rendering of professional, medical, or health care services with limits of not less than Three Million and 00/100 Dollars (\$3,000,000) in the aggregate and One Million and 00/100 Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the commencement of Services by Health Care Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. To the extent it provides all of the limits and obligations of the Health Care Provider as set forth above, Health Care Provider's medical malpractice liability coverage under the Federal Tort Claims Act ("FTCA") shall satisfy this requirement for Medical Professional Liability Insurance. Nothing in this Agreement shall be construed as a waiver of the provisions of the FTCA as applied to Health Care Provider; nor shall any provision of this Agreement be interpreted as extending Health Care Provider's liability beyond the limits prescribed in the FTCA.

F. Property Insurance/Fire Legal Liability. Property Insurance and Fire Legal Liability for full replacement cost of personal property, including Board and/or City and/or PBC personal property for which Health Care Provider is contractually responsible, by lease, license or other agreement, from physical loss or damage. Such insurance shall cover boiler and machinery exposures and business interruption/extra expense losses.

G. Intentionally omitted.

H. Cyber Liability and Privacy & Security Insurance. Coverage for damages arising from a failure of a computer security, and/or wrongful release of private information including but not limited to expenses for notification as required by local, state or federal guidelines. Limit of liability should be at least One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of the Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or Health Care Provider must secure a 2-year extended reporting provision.

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I. Sexual Abuse & Molestation Insurance. Sexual Abuse & Molestation coverage with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. If coverage is claims-made, the policy shall have a retroactive date effective upon the Effective Date of the Agreement and have an extended reporting period of not less than two (2) years following completion of the Agreement. Any retroactive date or prior acts exclusion must predate both the Effective Date of this Agreement and any earlier commencement of Services.

J. Certificates. Health Care Provider's insurance company, or its representative, shall submit an insurance certificate to the Board's Risk Management Department evidencing all coverage as required hereunder and indicating the Additional Insured status as required above and otherwise constituting satisfactory proof of insurance meeting the requirements set forth herein prior to the Effective Date of this Agreement and/or commencement of any Insurable Operations. Health Care Provider shall provide thirty days' advance public written notice of cancellation or non-renewal of or material change in any insurance policies required herein.

K. Self-Insurance. Notwithstanding any provisions herein to the contrary, to the extent permitted by law, Health Care Provider may elect to self-insure for the insurance requirements specified above upon the terms and conditions set forth in this Section 18, it being expressly understood and agreed that, if Health Care Provider does self-insure for the above insurance requirements, Health Care Provider shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self-insurance program shall, at least, comply with the insurance requirements as stipulated above.

Health Care Provider may elect to self-insure for one or more of the types of coverages listed above to the extent said coverages are maintained within the portfolio of the self-insurance program maintained by the University of Illinois (the "**University**") which program includes the Health Care Provider ("**Self-Insurance Program**"). If Health Care Provider so elects, such Self-Insurance Program shall include all such required coverages set forth above (or those for which Health Care Provider elects to self-insure), subject to the conditions and in no less than the respective limits set forth above, and otherwise in compliance with all applicable laws, regulations and rules. The University currently self-insures for workmen's compensation and employer liability, and medical professional liability. The State of Illinois Auto Liability Self-Insurance Plan provides UIC's auto liability coverage.

Health Care Provider shall cause the University as provider and administrator of the Self-Insurance Program to provide a letter of such self-insurance to Board in form and substance reasonably acceptable to Board evidencing such coverages for workers' compensation/employer liability, auto liability, and medical professional liability, and any others for which Health Care Provider has elected now or in the future to self-insure, and specifying that "the Board of Education of the City of Chicago, a body politic and corporate, the School and the Local School Council which is affiliated with the School (and the City and the PBC, as their interests may appear as Titleholder), and their respective members, employees, officers, officials and agents, and any other parties which may be designated in writing by the Board," will be treated as additional insureds on a primary basis without recourse or right of contribution from Board or Titleholder for all coverages that are so self-insured (except for workmen's compensation/professional liability, auto liability, and medical professional liability).

Health Care Provider will provide thirty (30) days prior written public notice of cancellation or material change in the Self-Insurance Program that affects the coverages for which Health Care Provider has elected to self-insure.

The University as provider and administrator of the Self-Insurance Program agrees to waive its rights of subrogation against Board and Titleholder for the coverages for which the University self-insures (except for workmen's compensation/professional liability, auto liability, and medical

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professional liability). If any line of coverage set forth above is not covered by such Self-Insurance Program, Health Care Provider shall provide the certificates of insurance set forth herein for such lines upon request.

L. General. The coverages and limits furnished by Health Care Provider in no way limit the Health Care Provider's liabilities and responsibilities specified within the Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Health Care Provider's failure to carry or document required insurance shall constitute a breach of this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the Board retains the right to stop use of the Clinic Premises or work thereon by Health Care Provider until proper evidence of insurance is provided. In addition, the Board shall have all of its rights and remedies at law and in equity including without limitation curing such default or terminating this Agreement by written notice to Health Care Provider as provided herein.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Health Care Provider. Any insurance or self-insurance programs maintained by the Board or any additional insured do not contribute with insurance provided by Health Care Provider under this Agreement.

It is not anticipated that Health Care Provider will utilize any contractors or subcontractors for the provision of Services or otherwise (including without limitation Health Care Provider's Work). In the event that at some point during the Term (or any Renewal Term) of this Agreement, Health Care Provider does elect to utilize contractors or subcontractors, the use of any such contractors and subcontractors is subject to the prior written approval of Board. In addition, any Board-approved non-construction contractors and subcontractors are subject to the same insurance requirements of Health Care Provider (other than ability to self-insure) unless otherwise specified in this Agreement. The insurance and other requirements of any Health Care Provider's Construction Contractors are further addressed in Exhibit C. Health Care Provider shall require any and all contractors and subcontractors under this Agreement to maintain the insurance as required herein and to comply with the foregoing requirements and provide certificates of insurance evidencing such coverage; otherwise, Health Care Provider shall provide such coverage for such contractors and subcontractors. Health Care Provider will maintain a file of any such contractors and subcontractors insurance certificates evidencing compliance with these requirements.

M. Insurance Certificate Monitoring. Health Care Provider must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of any Insurable Operations. Health Care Provider must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for Licensor. The initial annual monitoring fee is currently Twelve and 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Health Care Provider will be notified 30 to 45 days prior to the expiration date of its required insurance coverage (highlighted on its latest submitted insurance certificate on file) that it must submit an updated insurance certificate with the insurance certificate monitoring company. Health Care Provider shall provide renewal certificate(s) as soon as they are available. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

Certificate Monitoring Company:

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Topiary Communications, Inc.  
211 W. Wacker Drive – Suite 220  
Chicago, IL 60606  
Phone – (312) 494-5709  
Email – [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

**Website for online registration, insurance certificate submissions and annual fee payments:** URL – <http://www.cpsvendorcert.com>

19. **INDEMNIFICATION.**

A. **The Board's Right to Indemnification from the Health Care Provider.** To the extent permitted by applicable law, Health Care Provider agrees to defend, indemnify and hold harmless the Board, including its School and Local School Council, and City and PBC in their capacity as Titleholder(s), and each of their respective members, employees, agents, officers and officials, from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "Claims") arising or alleged to arise out of: (i) the possession, occupancy or Use of the Clinic by Health Care Provider, its employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Health Care Provider, or its employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Health Care Provider, or its employees, agents, affiliates or other representatives; (iv) the removal of or failure to remove any and all medical and biological waste and hazardous waste materials; (v) the securitization or failure to secure all medications and other controlled substances, as specified in Section 4.J.; (vi) all liability, injury, loss, claims, cost, penalties, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any act or omission of Health Care Provider and/or Health Care Provider's Construction Contractors in the performance of construction work, if any, on the Premises, including without limitation Health Care Provider's Work. This includes, but is not limited to, the cost of any repairs or restoration as may be required by the Board to the Clinic Premises or the School necessitated by activities of Health Care Provider or Health Care Provider's Construction Contractors, bodily injury to persons or damage to property of the Board, its employees, agents, invitees, licensees, or others, arising out of or resulting from the violation by Health Care Provider or Health Care Provider's Construction Contractors of any of the terms and provisions of Section 11 and Exhibit C hereof and/or the performance of Health Care Provider's Work by the Health Care Provider or Health Care Provider's Construction Contractors; and/or (vii) any breach, default, violation or non-performance by Health Care Provider of any other term, covenant, condition, duty or obligation provided in this Agreement. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party. Furthermore, in the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Health Care Provider's employees under the Agreement, Health Care Provider shall indemnify the Board for any such liability. Further, as stated in Section 8.F. above, in the event of unauthorized access, use, or disclosure of the Board's Confidential Information arising or alleged to arise from the acts or omissions of Health Care Provider, its employees, agents, or subcontractors, in addition to the obligations provided in this Section, Health Care Provider shall cover any costs or fees associated with (i) providing notices of a data breach to affected persons and to regulatory bodies and (ii) remedying and otherwise mitigating any potential damages or harm from the data breach, including but not limited to call centers and providing credit monitoring or credit restoration services as may be requested by the Board.

To the extent permitted by applicable law, Health Care Provider shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action,

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

the Health Care Provider shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Health Care Provider of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Health Care Provider, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Health Care Provider) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Health Care Provider, subject to the right of Health Care Provider to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Health Care Provider and Health Care Provider shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Health Care Provider was conducting the defense.

To the extent permitted by applicable law, Health Care Provider waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Health Care Provider that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2<sup>nd</sup> 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge or substitution of the same, and shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for Health Care Provider's contractors or subcontractors under Workers' or Workmen's compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

**B. Health Care Provider's Right to Indemnification From the Board.** To the extent permitted by applicable law, the Board shall indemnify, defend and hold harmless the Health Care Provider, its employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "**Claims**") arising out of Board's ownership or maintenance of the School and the Clinic Premises.

**C. Survival.** The indemnities set forth herein shall survive the expiration or termination of this Agreement.

20. **SOVEREIGN IMMUNITY.** Notwithstanding anything in this Agreement to the contrary, neither the Board nor Health Care Provider shall be deemed to have waived or limited in any way their sovereign or other immunity under the laws and Constitution of the State of Illinois for any purpose whatsoever, and each expressly reserves all rights and defenses afforded and available to it as a public body, politic and corporate, of the State, including without limitation, the liability or non-liability provisions of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.), or any other immunities generally available to Board or Health Care Provider.

21. **NON-LIABILITY OF BOARD OFFICIALS AND OTHERS.** Health Care Provider agrees that no Board member, employee, agent, officer or official shall be personally charged by Health Care Provider with any liability or expense or be held personally liable to Health Care Provider under this Agreement.

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

22. **DISCLAIMER BY THE BOARD.** The Parties hereto acknowledge and agree that it is their intent that the Board incur no liability as a result of operation of the Clinic or any of the Services provided therein. It is further acknowledged and agreed that nothing in this Agreement shall be construed as imposing any responsibility on the Board other than as provided in Section 5 herein or imposing any liability on the Board for the operation of the Clinic or any of the Services provided therein pursuant to this Agreement.

23. **ASSIGNMENT AND SUCCESSORS AND ASSIGNS.** The interest of Health Care Provider under this Agreement is personal to Health Care Provider and may not be assigned or transferred to any other individual or entity without the Board's prior written consent. The Board will not have the right at any time to transfer or assign its interest under this Agreement. This Agreement will be binding upon, and inure to the benefit of, the permitted successors and assigns of the Board or Health Care Provider. While this Agreement will likewise be binding upon the successors and permitted assigns of Health Care Provider or the Board, it will not inure to the benefit of Health Care Provider's or the Board's unpermitted assigns.

24. **NOTICES.** All notices required hereunder will be in writing and will be deemed properly served if delivered in person or if sent by facsimile, electronic mail, read receipt requested, or by registered mail or certified mail, with postage prepaid and return receipt requested, to the addresses set forth below, or to such other addresses as either Party may subsequently designate.

The Board: Board of Education of the City of Chicago  
Office of Student Health & Wellness  
42 West Madison Street, Garden Level  
Chicago, IL 60602  
Attention: Chief Health Officer (or if then vacant, Chief Operations Officer- 3<sup>rd</sup> Floor)  
Email: [oshw@cps.edu](mailto:oshw@cps.edu) (Attn: Chief Health Officer) or if vacant,  
Fax: 773/553-1501 (Attn: Chief Operations Officer)

with a copy to: Board of Education of the City of Chicago  
One North Dearborn Street, Suite 900  
Chicago, IL 60602  
Attention: General Counsel  
Facsimile: 773/553-1701

Health Care Provider: The Board of Trustees of the University of Illinois  
University of Illinois at Chicago  
Health Cities Collaborative – School Based Health Centers  
828 South Wolcott  
231 SCW MC 579  
Chicago, Illinois 60612  
Attention: Angela Ellison  
Email: [aellison@uic.edu](mailto:aellison@uic.edu)

with a copies to: Office of University Counsel  
1737 W. Polk Street  
405 AOB MC 225  
Chicago, Illinois 60612  
Attention: Cynthia Alcantara, Senior Associate University Counsel  
Email: [calcant1@uillinois.edu](mailto:calcant1@uillinois.edu)

And

Real Estate Services  
University of Illinois at Chicago

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

809 S. Marshfield Ave., 6<sup>th</sup> Floor  
Chicago, Illinois 60612

All notices required hereunder will be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, the date which is two (2) days after the date such notice is deposited in the U.S. mail. If sent by facsimile or electronic mail, they shall be deemed received on the date shown respectively on the transmission receipt or the read receipt. This Section 24 is further subject to all requirements pertaining to Confidential Information, including but not limited to those set forth in Section 8 of this Agreement.

25. **CONFLICT OF INTEREST.** This Agreement 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 during the one-year period following expiration or other termination of their terms of office.

26. **INSPECTOR GENERAL.** Each Party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board 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.

27. **INDEBTEDNESS POLICY.** Health Care Provider agrees to comply with the Board's Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as may be amended from time to time, which is hereby incorporated into and made part of this Agreement as if fully set forth herein.

28. **ETHICS.** Health Care Provider agrees to comply with the Board's Code of Ethics (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which is hereby incorporated into and made part of this Agreement as if fully set forth herein.

29. **GOVERNING LAW.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Health Care Provider 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 this Agreement. Health Care provider agrees that service of process on Health Care Provider may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth in the Notice Provision of this Agreement or to such other address or person as may be designated by Health Care Provider in writing, to the office actually maintained by Health Care Provider or by personal delivery on any officer, director or managing or general agent of Health Care Provider. If any action is brought by Health Care Provider against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

30. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Board and Health Care Provider with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by the authorized representatives of the Board and Health Care Provider, approved as to legal form by the Board's General Counsel.

31. **NO THIRD PARTY BENEFICIARY.** This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.



**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**

32. **SEVERABILITY; SURVIVABILITY.** In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

33. **FREEDOM OF INFORMATION ACT.** Health Care Provider acknowledges that this Agreement and all documents submitted to the Board related to this contract are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44 and/or 105 ILCS 5/34-220. Health Care Provider further acknowledges that this Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).

34. **COMPLIANCE WITH LAW; NO REQUIRED REFERRALS.** Each Party expressly acknowledges that the terms and conditions of this Agreement have been, and any changes therein will be, the result of arms' length negotiations between the Parties, have not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the Parties (or any individuals or entities related to the Parties). Neither Party to this Agreement, nor any of their respective affiliates, employees, or agents shall be required to make any referrals to the other.

35. **COUNTERPARTS AND FACSIMILES.** This Agreement 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 document. A signature delivered by facsimile or electronic means shall be considered binding on both Parties.

36. **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 Health Care Provider 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. Payments, if any, for Services completed to the date of notification shall be made to Health Care Provider except that no payment shall be made or due to Health Care Provider under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last written below.

BOARD OF EDUCATION OF THE CITY OF CHICAGO  
By: Miguel del Valle  
Miguel del Valle, President

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS  
By: Avijit Ghosh 8/30/2019  
Avijit Ghosh, Comptroller Date

Attest: Estela G. Beltran 9/6/19  
Estela G. Beltran, Secretary

Attest: Bruce Walden 8/30/2019  
By: Bruce Walden Date  
Its: Senior Director of Real Estate  
University of Illinois

By: Janice K. Jackson, EdD  
Janice K. Jackson, EdD, Chief Executive Officer

Board Report No. 16-0427-OP4 and Board Rule Sec. 7-13(f)

Approved as to legal form  
Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

**Attachments**

- Exhibit A Legal Description Of Property
- Exhibit B Context Plan
- Exhibit C Requirements For Any Health Care Provider Alterations Or Modifications To The Clinic Premises
- Exhibit D Safety Guidelines

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER, SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SOUTH NORMAL AVENUE WITH THE SOUTH LINE OF WEST NORMAL PARKWAY; THENCE NORTH 88 DEGREES 11 MINUTES 16 SECONDS EAST ON A BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD '83 (2011), EAST ZONE, ALONG SAID SOUTH LINE, 1009.21 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 53 SECONDS EAST, 317.89 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 50 SECONDS EAST, 112.14 FEET; THENCE SOUTH 01 DEGREE 52 MINUTES 25 SECONDS EAST, 160.75 FEET TO A 134.95' RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY 30.65 FEET THROUGH A CENTRAL ANGLE OF 13 DEGREES 00 MINUTES 47 SECONDS, THE CHORD OF SAID CURVE BEARS SOUTH 17 DEGREES 26 MINUTES 58 SECONDS WEST, 30.58 FEET; THENCE SOUTH 29 DEGREES 55 MINUTES 03 SECONDS WEST TO SAID CURVE, 85.67 FEET; THENCE SOUTH 01 DEGREE 50 MINUTES 53 SECONDS EAST, 245.50 FEET TO THE NORTH LINE OF WEST 69TH STREET; THENCE SOUTH 88 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTH LINE, 30.00 FEET; THENCE NORTH 01 DEGREE 50 MINUTES 53 SECONDS WEST, 175.12 FEET; THENCE SOUTH 88 DEGREES 22 MINUTES 50 SECONDS WEST, 263.52 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 10 SECONDS EAST, 175.65 FEET TO SAID NORTH LINE OF WEST 69TH STREET; THENCE SOUTH 88 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTH LINE, 775.28 FEET TO SAID EAST LINE OF SOUTH NORMAL AVENUE; THENCE NORTH 01 DEGREE 37 MINUTES 10 SECONDS WEST ALONG SAID EAST LINE, 824.79 FEET TO THE SOUTH LINE OF WEST NORMAL PARKWAY AND POINT OF BEGINNING.

SAID PARCEL CONTAINING 829,115 SQUARE FEET, OR 19.034 ACRES, MORE OR LESS.

PARENT TRACT:

PARCEL 1:

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHWEST QUARTER AND IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY EXTENSION OF THE WEST LINE OF BLOCK 7 WITH A LINE 33.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 7 IN E.L. BATES RESUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 AFORESAID (EXCEPT THE EAST 644 FEET OF THE 691.0 FEET SOUTH OF AND ADJOINING THE NORTH 428 FEET), THENCE NORTH 89 DEGREES 58 MINUTES 06 SECONDS EAST ALONG SAID PARALLEL LINE 604.914 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID BLOCK 7, THENCE NORTH 0.37 OF A FOOT ALONG SAID LINE EXTENDED TO THE POINT OF INTERSECTION WITH A LINE (AND SAID LINE EXTENDED) 33.0 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF BLOCK 8 IN NORMAL SCHOOL SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 21, THENCE NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST 636.337 FEET ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE EASTERLY LINE OF LOT 1 IN SAID BLOCK 8; THENCE SOUTH 16 DEGREES 41 MINUTES 20 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 1 AND ITS EXTENSION 181.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT, THENCE SOUTH 89 DEGREES 55 MINUTES 20 SECONDS WEST 511.12 FEET ALONG THE SOUTH LINE OF SAID BLOCK 8 TO THE SOUTHWEST CORNER THEREOF, THENCE SOUTH 89 DEGREES 42 MINUTES 33 SECONDS WEST 73.0 FEET TO THE SOUTHEAST CORNER OF BLOCK 7 IN E.L. BATES RESUBDIVISION AFORESAID, THENCE SOUTH 89 DEGREES 58 MINUTES 06 SECONDS WEST 605.02 FEET ALONG THE SOUTH LINE OF SAID BLOCK 7 TO THE SOUTHWEST CORNER OF SAID BLOCK, THENCE NORTH 0 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK AND ITS NORTHERLY EXTENSION TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

COMMENCING AT A POINT ON THE EAST SIDE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN 428 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE WEST AND PARALLEL WITH THE NORTH BOUNDS OF THE SOUTHWEST QUARTER OF SAID SECTION 21, 630.3 FEET, THENCE SOUTH PARALLEL WITH THE EAST BOUNDS OF THE EAST SIDE OF SAID QUARTER OF SAID SECTION 691 FEET, THENCE EAST PARALLEL WITH THE NORTH BOUNDS OF SAID QUARTER OF SAID SECTION, 691 FEET TO PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

COMMENCING AT A POINT ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 428 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION, 733.92 FEET TO A POINT 66 FEET WEST OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD; THENCE SOUTHWESTERLY, PARALLEL WITH THE WEST LINE OF THE RIGHT OF WAY OF SAID RAILROAD, AND AT A DISTANCE OF 66 FEET THEREFROM, TO A POINT 1119 FEET DIRECTLY SOUTH FROM THE NORTH LINE OF SAID WEST HALF OF SAID QUARTER OF SAID SECTION; THENCE WEST, PARALLEL WITH THE SAID NORTH LINE OF SAID HALF OF SAID SECTION, 526.68 FEET TO THE WEST LINE THEREOF, THENCE NORTH ALONG SAID WEST LINE OF SAID QUARTER OF SAID SECTION 691 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

COMMENCING AT A POINT IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 21 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, 428 FEET SOUTH OF THE NORTH LINE THEREOF AND 733.92 FEET EAST OF THE WEST LINE THEREOF; THENCE WESTERLY 66 FEET ON A LINE PARALLEL WITH SAID NORTH LINE, TO THE WEST LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY TO A POINT 1119 FEET DIRECTLY SOUTH FROM THE NORTH LINE OF SAID QUARTER SECTION; THENCE WESTERLY ON A LINE PARALLEL WITH THE AFORESAID NORTH LINE OF SAID SECTION, 66 FEET TO A POINT WHICH IS 526.61 FEET EAST OF SAID RIGHT OF WAY AND 66 FEET THEREFROM TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1 AND 2 IN BLOCK 9 IN BECK'S ADDITION IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER BEING SOUTH 691 FEET OF THE NORTH 1119 FEET AND THE WEST 14 FEET OF THE WEST 644.3 FEET OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

AS WELL AS,

THAT PART OF THE 40 FOOT WIDE PORTION OF WEST NORMAL PARKWAY VACATED BY ORDINANCE 03-16-1962 AS DOCUMENT 18425651, LYING SOUTH AND ADJOINING LOT 2 OF BLOCK 9 IN BECK'S ADDITION AFORESAID IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.

**EXHIBIT B**  
**CONTEXT PLAN**  
**(See Attached.)**

**THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE.**



**SOUTH SIDE HIGH SCHOOL**  
 8935 SOUTH NORMAL AVE (BLVD)  
 CHICAGO, IL 60621  
 CITY OF CHICAGO, MAYOR RAHM ELHAMMEL

ARCHITECT OF RECORD:  
 MOTT MACDONALD, INC.



ADDRESS: 2818 LAMARLET SQUARE  
 CHICAGO, ILLINOIS 60608  
 PHONE: 312.542.4400  
 FAX: 312.542.4401  
 WWW: WWW.MOTTMACDONALD.COM

GENERAL ARCHITECTURE:  
 MOTT MACDONALD, INC.

MECHANICAL ARCHITECTURE:  
 MOTT MACDONALD, INC.

ELECTRICAL ARCHITECTURE:  
 MOTT MACDONALD, INC.

PLUMBING ARCHITECTURE:  
 MOTT MACDONALD, INC.

INTERIORS ARCHITECTURE:  
 MOTT MACDONALD, INC.

STRUCTURAL ARCHITECTURE:  
 MOTT MACDONALD, INC.

ENVIRONMENTAL ARCHITECTURE:  
 MOTT MACDONALD, INC.

LANDSCAPE ARCHITECTURE:  
 MOTT MACDONALD, INC.

TRUCK ARCHITECTURE:  
 MOTT MACDONALD, INC.

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 MOTT MACDONALD, INC.

- FLOOR PLAN GENERAL NOTES**
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW WALLS AND PARTITIONS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW CEILING.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW FLOORING.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW DOORS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW WINDOWS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW STAIRS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW ELEVATORS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW MECHANICAL.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW ELECTRICAL.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW PLUMBING.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW INTERIORS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW TRUCKS.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW ENVIRONMENTAL.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW LANDSCAPE.
  - SEE GENERAL NOTES FOR DETAILS OF ALL EXISTING AND NEW TRUCKS.

- KEYED WALL LEGEND**
- 1. 1/2" Gypsum Board
  - 2. 5/8" Gypsum Board
  - 3. 1" Gypsum Board
  - 4. 1 1/2" Gypsum Board
  - 5. 2" Gypsum Board
  - 6. 2 1/2" Gypsum Board
  - 7. 3" Gypsum Board
  - 8. 4" Gypsum Board
  - 9. 4" Concrete
  - 10. 6" Concrete
  - 11. 8" Concrete
  - 12. 10" Concrete
  - 13. 12" Concrete
  - 14. 14" Concrete
  - 15. 16" Concrete
  - 16. 18" Concrete
  - 17. 20" Concrete
  - 18. 22" Concrete
  - 19. 24" Concrete
  - 20. 26" Concrete
  - 21. 28" Concrete
  - 22. 30" Concrete
  - 23. 32" Concrete
  - 24. 34" Concrete
  - 25. 36" Concrete
  - 26. 38" Concrete
  - 27. 40" Concrete
  - 28. 42" Concrete
  - 29. 44" Concrete
  - 30. 46" Concrete
  - 31. 48" Concrete
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  - 52. 90" Concrete
  - 53. 92" Concrete
  - 54. 94" Concrete
  - 55. 96" Concrete
  - 56. 98" Concrete
  - 57. 100" Concrete

**SYMBOL LEGEND**

1. 1/2" Gypsum Board

2. 5/8" Gypsum Board

3. 1" Gypsum Board

4. 1 1/2" Gypsum Board

5. 2" Gypsum Board

6. 2 1/2" Gypsum Board

7. 3" Gypsum Board

8. 4" Gypsum Board

9. 4" Concrete

10. 6" Concrete

11. 8" Concrete

12. 10" Concrete

13. 12" Concrete

14. 14" Concrete

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52. 90" Concrete

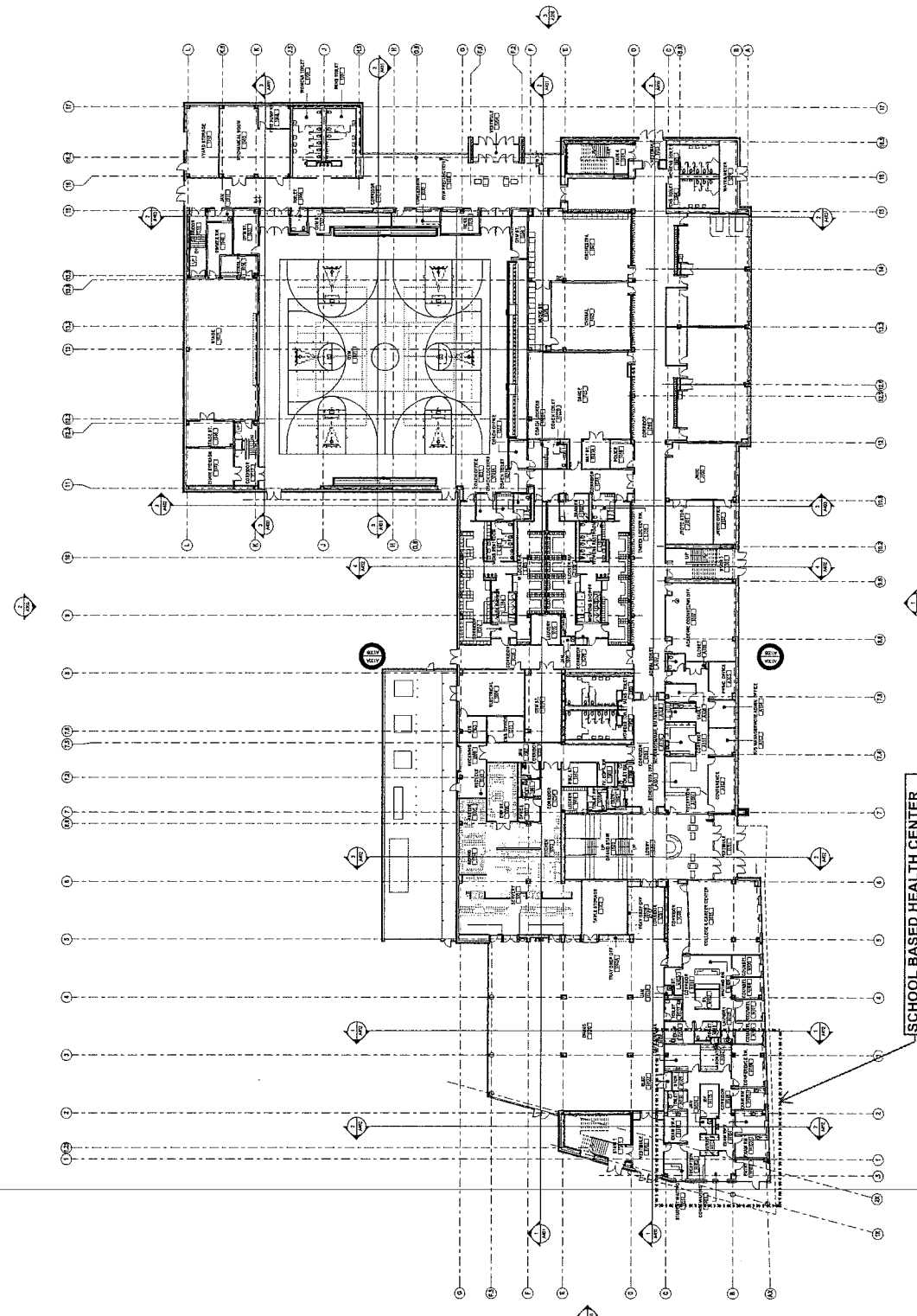
53. 92" Concrete

54. 94" Concrete

55. 96" Concrete

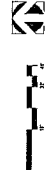
56. 98" Concrete

57. 100" Concrete



SCHOOL BASED HEALTH CENTER

1 PLAN GENERAL FIRST FLOOR PLAN  
 1/8" = 1'-0"



A101

FIRST FLOOR PLAN - OVERALL





**SOUTH SIDE HIGH SCHOOL**  
 6935 SOUTH NORMAL AVE (BLVD)  
 CHICAGO, IL 60621  
 CITY OF CHICAGO, MAYOR RAHM ELIMAN



**MCKENZIE & ASSOCIATES**  
 ARCHITECTS  
 1100 N. LAUREL ST. SUITE 200  
 CHICAGO, ILLINOIS 60610  
 TEL: 312.747.4100  
 FAX: 312.747.4101  
 WWW.MCKENZIEARCHITECTS.COM

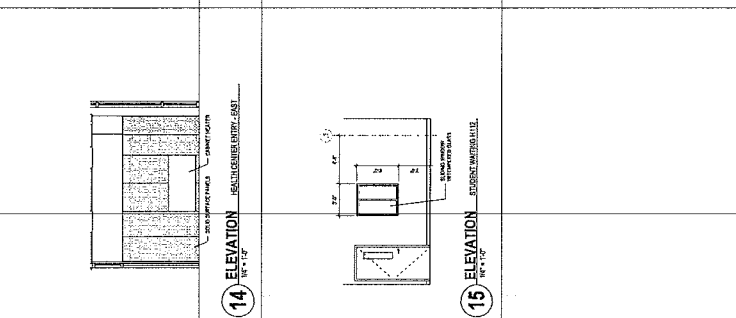
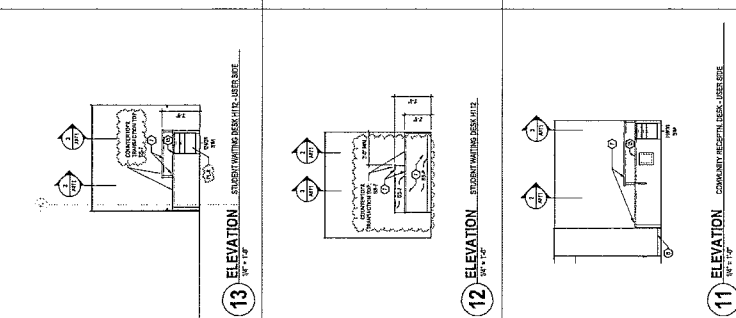
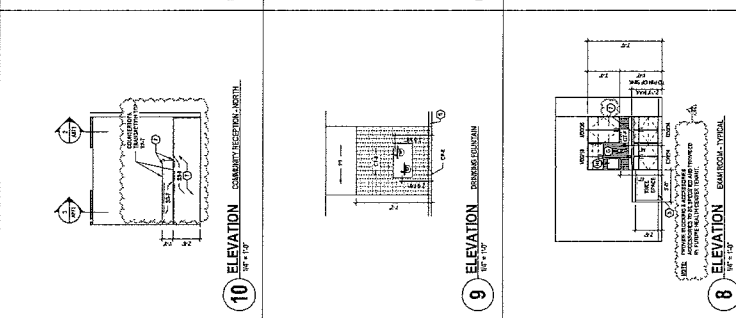
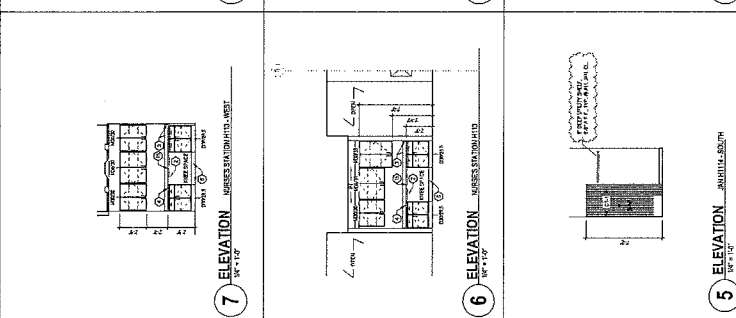
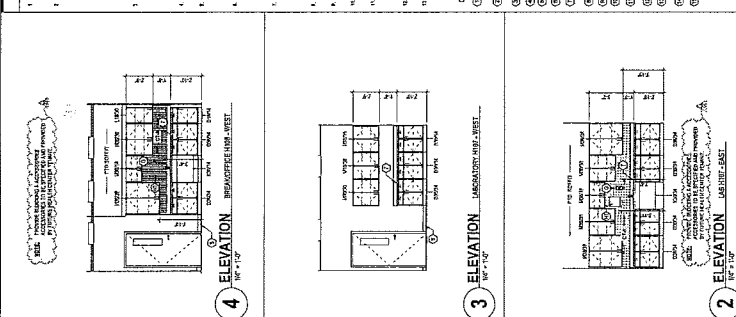
**GENERAL NOTES - CARPENTRY**

- REFER TO SPECIFICATIONS FOR MATERIALS, FINISHES AND METHODS OF CONSTRUCTION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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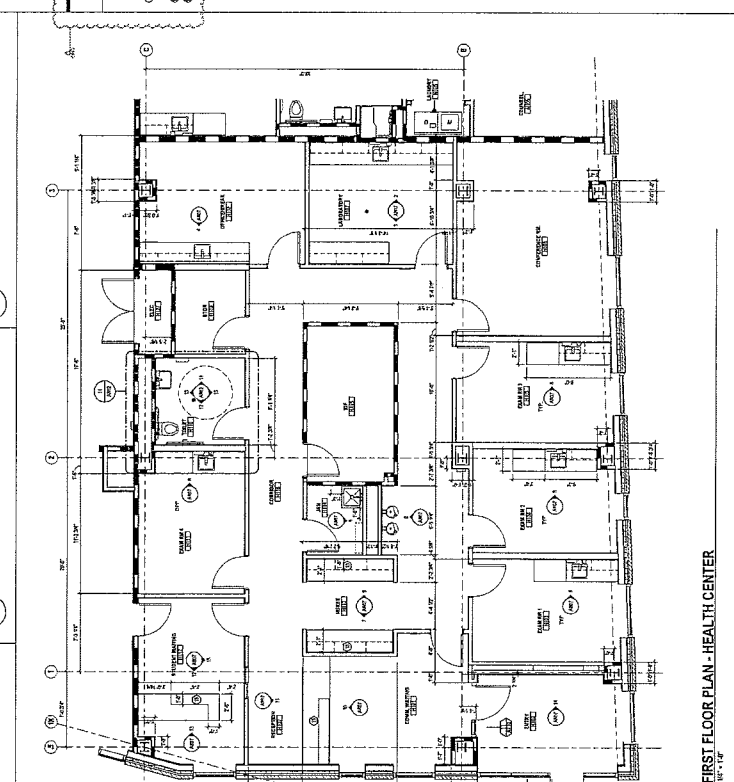
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**TOILET ACCESSIBLE AND ADAPTED - ADA - CODED NOTES**

REFER TO DRAWING T-1 FOR TOILET ACCESSIBLE AND ADAPTED NOTES.

- TOILET ACCESSIBLE AND ADAPTED NOTES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.
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**EXHIBIT C**  
**REQUIREMENTS FOR ANY HEALTH CARE PROVIDER ALTERATIONS OR MODIFICATIONS**  
**TO THE CLINIC PREMISES**

The provisions set forth in Section 11 of the Agreement and this Exhibit C shall apply to any alterations or modifications of the Clinic Premises by Health Care Provider (collectively "**Health Care Provider's Work**").

A. **Plans.** Health Care Provider shall, at Health Care Provider's sole cost and expense, cause to be prepared and submitted to the Board, final plans and specifications, including, but not limited to, all space plans, working drawings, and mechanical and engineering drawings for the Board's prior written approval, disclosing all construction to be performed in any Health Care Provider's Work and final finishes, and including without limitation the environmental requirements set forth in Section 7 of the base Agreement, Subsection K. of this Exhibit C and elsewhere hereof (after written approval of same by the Board hereinafter referred to as "**Health Care Provider's Approved Plans**"). No change shall be made to the Health Care Provider's Approved Plans or the final finishes without, in each instance, the prior written consent of the Board. Health Care Provider's Approved Plans must be approved in writing by the Board's Chief Facilities Officer or designee prior to the commencement of Health Care Provider's Work.

B. **Contractors.** Subject to the terms of the PLA (hereinafter defined), Health Care Provider is hereby granted the right to utilize contractors and subcontractors of Health Care Provider's own choice (hereinafter referred to as "**Health Care Provider's Construction Contractors**") to perform the Health Care Provider's Work. Performance of Health Care Provider's Work, and the use of Health Care Provider's Construction Contractors in the performance thereof, shall be in compliance with all applicable governmental laws, rules, statutes, ordinances and regulations (including without limitation environmental laws, rules, statutes, ordinances and regulations). Use of Health Care Provider's Construction Contractors is subject to Board's reasonable approval as to the qualifications and licensing of any such contractors (which approval includes the contractors' coverage under the Board's PLA). Prior to commencing any Health Care Provider's Work, Health Care Provider shall submit all Health Care Provider written contracts for such work, providing for a fixed cost for same by Health Care Provider's Construction Contractor(s), together with financial information regarding Health Care Provider's Construction Contractors, to the Board for approval.

C. **Construction; Standards; Compliance.** All Health Care Provider's Work shall be in accordance with the Health Care Provider's Approved Plans and applicable governmental permits and shall be constructed in a good and workmanlike manner and only new and good grades of material shall be used. Such Health Care Provider's Work performed by Health Care Provider's Construction Contractors shall comply with all applicable insurance requirements, and all laws, statutes, ordinances and regulations of the City of Chicago, the State of Illinois and the United States of America. Health Care Provider shall permit Board to observe all construction operations within the Clinic Premises performed by Health Care Provider's Construction Contractors. All such review and observation by the Board shall be solely and only for the benefit of the Board. Health Care Provider shall be required, at its sole cost and expense, to provide for its own supervision of Health Care Provider's Construction Contractors. No silence or statement by the Board's supervisor shall be deemed or construed as an assumption by said supervisor or the Board of any responsibility for or in relation to any Health Care Provider's Work being performed by Health Care Provider's Construction Contractors or any guarantee that the Health Care Provider's Work completed within the Clinic Premises complies with laws, complies with Health Care Provider's Approved Plans, or is suitable or acceptable to Health Care Provider for Health Care Provider's intended business purposes. Health Care Provider shall, prior to commencement of any of Health Care Provider's Work, furnish to Board, contractor's affidavits identifying all labor and material to be expended and used in constructing the Health Care Provider's Work.

D. **Costs.** The cost of all work necessary to construct Health Care Provider's Work (including, but not limited to, all labor, material, permits) and to pay architectural fees, permit fees, and engineering fees shall be the sole responsibility of Health Care Provider. Health Care Provider is solely responsible for any and all costs and expenses with regard to Health Care Provider's Work, including without limitation, for

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any and all capital or other expenses that may be unforeseen, or exceed the developed estimate. The Board shall not be responsible for any project or other costs, including without limitation the procurement of furniture, fixtures, and equipment, with regard to any aspect of Health Care Provider's Work.

E. Status Reports; Lien Waivers. The Board reserves the right from time to time, but not more often than monthly, to require Health Care Provider to furnish partial or final lien waivers (as applicable) and sworn contractors' statements and all other reasonable information the Board may request, in writing, so as to enable the Board to determine the status of: (i) the preparation of Health Care Provider's Approved Plans; (ii) all contracts let or to be let in relation to the Health Care Provider's Work; (iii) the cost of all Health Care Provider's Work, including the cost of any extras or modifications requested by Health Care Provider after the Board's approval of Health Care Provider's Approved Plans; (iv) the status of completion of the Health Care Provider's Work; (v) the status of payment to all contractors, subcontractors and materialmen in relation to Health Care Provider's Work; (vi) the status of Health Care Provider's obligations to obtain partial and final lien waivers, as the situation may require, from all contractors, subcontractors and materialmen in relation to Health Care Provider's Work; and (vii) the status of any adverse claims or disputes with contractors, subcontractors or materialmen in relation to Health Care Provider's Work. Health Care Provider shall furnish such information as the Board may reasonably require to evidence the foregoing no later than ten (10) days subsequent to the date the Board requests the same, in writing.

F. Permits, Licenses, Authorizations, And Approvals Health Care Provider, at its sole cost and expense, shall file all necessary plans with the appropriate governmental authorities having jurisdiction over Health Care Provider's Work. At its sole cost and expense, Health Care Provider shall be responsible for obtaining in its own name all permits, licenses, authorizations and approvals necessary to perform and complete Health Care Provider's Work. Health Care Provider shall not commence Health Care Provider's Work until the required permits, licenses, authorizations, and approvals for such work are obtained and, upon the Board's request, copies of same are delivered to the Board by Health Care Provider.

G. Non-Interference With Operations And Board Contractors. Health Care Provider and Health Care Provider's Construction Contractors shall not interfere with the operation of the School or the performance of other work in the School by the Board or Board's contractors. If at any time Health Care Provider or Health Care Provider's Construction Contractors shall cause or threaten to cause, such interference, the Board may terminate their access to the Clinic Premises upon twenty-four (24) hours' written notice to Health Care Provider (or less in the event of emergency), and thereupon, Health Care Provider and Health Care Provider's Construction Contractors causing such interference shall immediately withdraw from the Clinic Premises and the School until the Board determines such disturbance no longer exists.

H. Safety, Clean-Up, And Other Standards. Health Care Provider shall take all reasonable and customary precautionary steps to protect its facilities and the facilities of others affected by Health Care Provider's Work and to properly police same. Construction equipment and materials are to be located in confined areas and delivery and loading of equipment and materials shall be done at such reasonable locations and at such times as the Board shall direct so as not to interfere with the use or operation of the School. Health Care Provider shall, at all times, keep the Clinic Premises and adjacent areas free from accumulations of waste materials or rubbish caused by its suppliers, contractors or workmen. The Board may require daily clean-up and reserves the right to do clean-up at the expense of Health Care Provider if Health Care Provider fails to comply with the Board's reasonable cleanup requirements. At the completion of Health Care Provider's Work, Health Care Provider's Construction Contractors shall forthwith remove all rubbish and all tools, equipment and surplus materials from and about the Clinic and the School. Any damage caused by Health Care Provider's Construction Contractors to any portion of the School or to any property of the Board shall be repaired forthwith, after written notice from Board, to its condition prior to such damage by Health Care Provider at Health Care Provider's expense. Health Care Provider and Health Care Provider's Construction Contractors shall comply with all safety guidelines set forth on **EXHIBIT D - "SAFETY GUIDELINES"** attached hereto and incorporated herein in the performance of Health Care Provider's Work.

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Health Care Provider and Health Care Provider's Construction Contractors shall assume responsibility for the prevention of accidents to their agents and employees and shall take all reasonable safety precautions with respect to Health Care Provider's Work to be performed and shall comply with all reasonable safety measures initiated by the Board and with all applicable laws, ordinances, rules, regulations and orders applicable to Health Care Provider's Work including those of any public authority for the safety of persons or property. Health Care Provider shall advise Health Care Provider's Construction Contractors to report to the Board any injury to any of its agents or employees and shall furnish the Board a copy of the accident report filed with its insurance carrier within three (3) days of its occurrence.

I. Insurance/Indemnity. Health Care Provider shall (to the fullest extent permitted by law), and shall cause Health Care Provider's Construction Contractors for Health Care Provider's Work ("**Contractors**"), to indemnify, defend and agree to save and hold Board, including its School and Local School Council (and PBC and City in their capacity as Titleholder) harmless from and against all liability, injury, loss, claims, cost, damage and expense with respect to any injury to, or death of, any person, or damage to or loss or destruction of, any property occasioned by or growing out of any construction work on property owned or controlled by Board. Health Care Provider shall not commence any such work until Board has been provided with insurance certificates evidencing that Health Care Provider and Health Care Provider's Construction Contractors performing such work have in full force and effect adequate insurance as required by Board's construction program at the time of the work. Required coverage may include, but is not limited to: workers' compensation, general liability, professional liability, automobile liability, environmental liability, excess liability, property, builders' risk insurance and railroad protective liability. Health Care Provider's Construction Contractors are subject to the same requirements as Health Care Provider in regards to additional insured, rating, notice, waiver of subrogation, etc. as set forth in Section 18 of the base Agreement.

Contractors Pollution Liability. When any Insurable Operations are performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Services or other work or services with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. Board (and City and PBC as their interests may appear as Titleholders) are to be named as additional insureds on a primary, non-contributory basis.

Professional Liability/Errors & Omissions. When any architects, engineers, construction managers or other professional contractors perform any Insurable Operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of any Insurable Operations. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

"All-Risk" Builder's Risk Insurance. For Health Care Provider's Construction Contractors, "all-risk" builder's risk insurance upon the entire Health Care Provider's Build-Out Work to the full insurance value thereof. Such insurance shall include the interests of Board and Health Care Provider (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in Health Care Provider's Build-Out Work and shall insure against the perils of fire and extended coverage and shall include "all-risk" builder's risk insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If portions of Health Care Provider's Build-Out Work are stored off the site of the School or in transit to such site are not covered under such "all-risk" builder's risk insurance, then Health Care Provider shall effect and maintain similar property insurance on such portions of Health Care Provider's Build-Out Work.

Railroad Protective Liability. When any work is to be done adjacent to or on railroad or transit property, Health Care Provider must provide or cause to be provided with respect to the operations that Health

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Care Provider's Construction Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Health Care Provider shall cause Health Care Provider's Construction Contractors to release the Board and the School and the Local School Council which is affiliated with the School, the City and PBC in their capacity as Titleholder(s) as their interests may appear, and the respective members, officers, directors, employees, and agents of the foregoing, from any liability any of the foregoing may have on account of any loss, cost, damage or expense to the extent of any amount recovered by reason of insurance (or which could have been recovered, had insurance been carried as so required) and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Health Care Provider's Construction Contractors shall also require a similar release and waiver of subrogation in any of their contracts with subcontractors.

J. As-Built Plans; Final Waivers Of Lien And Contractor Affidavits. Upon completion of Health Care Provider's Work, Health Care Provider shall furnish the Board with "as-built" plans identifying the Health Care Provider's Work as same has been constructed, final waivers of lien and contractors affidavits for Health Care Provider's Work, a detailed breakdown of the costs of Health Care Provider's Work and evidence of payment reasonably satisfactory to Board, and any required occupancy permits.

K. Environmental Matters. Health Care Provider shall comply with, and shall cause Health Care Provider's Construction Contractors comply with, all applicable environmental and other laws, ordinances, and regulations in the performance of Health Care Provider's Work. Health Care Provider's Approved Plans shall include, without limitation, a design approved in writing by the Board that, among other things, includes inspection of the site, characterization of the materials at the site, and the manner in which and requirements regarding the notice of, testing for, abatement of, or other handling of any Hazardous Materials (defined below) shall be addressed. Health Care Provider's Approved Plans shall have been approved by the Board's design team and environmental team prior to any final written approval by the Board's Chief Facilities Officer or designee for such approvals. Health Care Provider's Approved Plans shall not contain any additional legal terms pertaining to such legal issues as indemnity, insurance, and the like. In the event of any conflict between the terms of this Agreement and Health Care Provider's Approved Plans, the terms of this Agreement shall supersede and control with regard to any such terms.

All requirements of Section 7 shall apply to all of Health Care Provider's Construction Contractors.

Health Care Provider shall use appropriately licensed personnel where required and as set forth in the Health Care Provider's Approved Plans in the performance of Health Care Provider's Work.

If Health Care Provider's Approved Plans requires Health Care Provider or Health Care Provider's Construction Contractors to manage or perform any environmental work, Health Care Provider shall cooperate and coordinate the Health Care Provider's Work in all respects with that of Board's environmental consultants, and perform Health Care Provider's Work according to safe and approved protocols and procedures in compliance with the requirements of Health Care Provider's Approved Plans. Health Care Provider and Health Care Provider's Contractors shall review and consult with the Board (including its consultants, building engineers, and available environmental inspection and other reports, if any) to determine whether previous abatement, remediation, stabilization, or containment work has been performed at the School. If so, Health Care Provider and Health Care Provider's Contractors shall perform their work so as not to undo or disturb the prior work. Health Care Provider shall be responsible for all costs the Board incurs for Health Care Provider's failure to comply with the requirements of the Health Care Provider's Approved Plans, or for its failure to consult and protect the integrity of any prior environmental work.

If Health Care Provider or Health Care Provider's Contractors encounter material at the School reasonably believed to be hazardous that has not been identified in the Health Care Provider's Approved Plans (including without limitation attached or incorporated Scope of Work documents) or rendered

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harmless, Health Care Provider shall immediately stop work in the area affected and report the condition to the Board's Chief Facilities Officer or designee in writing and comply with a Board-approved plan for identifying and handling the material. If no plan is in place, Health Care Provider shall await and follow directions of the Chief Facilities Officer or designee. Health Care Provider's Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless, by written notification from the Board's Chief Facilities Officer or designee to Health Care Provider. Health Care Provider shall consult with the Board regarding the testing and abatement of such hazardous materials. The Board, either by Board personnel or through one or more environmental consultants, shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of the materials or substance reported by Health Care Provider, and if the material or substance is found to be present, to verify that it has been rendered harmless. If the materials or substance is verified as present and not rendered harmless, Health Care Provider at its expense shall undertake such abatement or other corrective measures as approved in writing by the Board's Chief Facilities Officer or designee in accordance with the Board's procedures.

L. Warranties. As of the expiration of the Term (or any Renewal Term) or earlier termination of this Agreement, Health Care Provider shall cause to be assigned to the Board any remaining contractors', manufacturers', or other warranties pertaining to Health Care Provider's Work.

M. Multi-Project Labor Agreement. The Board has entered into the Chicago Board of Education Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) ("**PLA**") with various trades, which essentially applies to construction, demolition, rehab, or renovation of Board properties for projects in excess of \$25,000.00. A copy of the PLA is available on Board's website at:

[http://cps.edu/SiteCollectionDocuments/Multi\\_ProjectLaborAgreement2015\\_2025.pdf](http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborAgreement2015_2025.pdf)

[http://cps.edu/SiteCollectionDocuments/Multi\\_ProjectLaborSupplementalAgreement2015\\_2025.pdf](http://cps.edu/SiteCollectionDocuments/Multi_ProjectLaborSupplementalAgreement2015_2025.pdf)

and by this reference incorporated herein.

Health Care Provider acknowledges familiarity with the requirements of the PLA, its applicability to any of Health Care Provider's Approved Work that may be done on the Clinic Premises, and further agrees to comply with the PLA and any modifications, amendments, and successor agreements thereto in all respects.

N. Survival. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

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**EXHIBIT D**  
**SAFETY GUIDELINES**

Health Care Provider and Health Care Provider's Construction Contractors shall be solely responsible for safety at the School in all matters relating to Health Care Provider's Work. Health Care Provider and Health Care Provider's Construction Contractors shall adhere to any and all safety related requests by the Board and the Board's designated representatives, including submission, upon the request of the Board, of Health Care Provider's and Health Care Provider's Construction Contractors' Safety Manual and/or a Board Facility specific safety plan.

Health Care Provider and Health Care Provider's Construction Contractors, both directly and indirectly through their agents and subcontractors, shall continuously protect the Board's property from damage, injury or loss arising in connection with operations under the Agreement. Health Care Provider and Health Care Provider's Construction Contractors shall make good any such damage, injury or loss. Health Care Provider and Health Care Provider's Construction Contractors are responsible for School security in all matters relating to Health Care Provider's Work.

Health Care Provider and Health Care Provider's Construction Contractors, both directly and indirectly through their agents and subcontractors, shall take all necessary precautions to ensure the safety of the public and workers at the School, and to prevent accidents or injury to any persons on, about, or adjacent to the School where Health Care Provider's Work is being performed.

Health Care Provider and Health Care Provider's Construction Contractors shall comply with all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents. Health Care Provider and Health Care Provider's Construction Contractors shall cooperate with any other contractor that may be performing work at the School, including, but not limited to, OSHA compliance and safety efforts. Upon the request of the Board, Health Care Provider and Health Care Provider's Construction Contractors shall provide the Board with their Exposure Control Plan, Hazard (HazMat) Communications Plan and other safety related documents and programs.

Health Care Provider and Health Care Provider's Construction Contractors shall erect and properly maintain, at all times, as required by laws and regulations and the conditions and progress of Health Care Provider's Work, proper safeguards for the protection of workers, staff, students, and the public. If such proper safeguards are not taken by Health Care Provider and Health Care Provider's Construction Contractors, the Board reserves the right (without incurring any obligation whatsoever and without limiting any other right or remedy which the Board may have under the Agreement or at law or equity) to take such action as necessary to so protect workers, students, staff, and the public and to back-charge Health Care Provider for the cost thereof. Appropriate precautions must be taken when Health Care Provider's Work is performed when school is in session and/or students are on the School property and extra hazardous work shall not be performed when school is in session and/or students are on the School property.

In an emergency affecting the safety of life, or adjoining property, Health Care Provider, without special instructions or authorization from the Board, is permitted to act, at its discretion, to prevent the threatened loss or injury.

Health Care Provider and Health Care Provider's Construction Contractors shall protect private and public property adjacent to the School, including all streets, sidewalks, light poles, hydrants and concealed or exposed utilities of every description affected by or adjacent to the School. If the items are damaged by Health Care Provider and/or Health Care Provider's Construction Contractors, Health Care Provider shall make all necessary repairs to or replacements of them at no cost to the Board.

If, in the opinion of the Board, the Health Care Provider's Work endangers adjoining property or persons, upon written notice from the Board to Health Care Provider, Health Care Provider's Work shall be stopped and the method of operation changed in a manner acceptable to the Board. Health Care Provider acknowledges and agrees that it shall be responsible for any financial repercussions resulting therefrom and that contract schedules will not be postponed as a result thereof.

Adequate precautions shall be taken against fire throughout all Health Care Provider's and Health Care Provider's Construction Contractors' operations. Flammable material shall be kept at an absolute minimum and, if any, shall be properly handled and stored. Health Care Provider and Health Care Provider's Construction Contractors shall not permit fires to be built or open salamanders to be used in any part of the Health Care Provider's Work.

Health Care Provider shall maintain, and shall cause Health Care Provider's Construction Contractors to maintain, a written policy regarding drug and/or alcohol testing of employees, contractors and subcontractors, and shall implement and, in the case of Health Care Provider's Construction Contractors, cause to be implemented, such policy at any time that Health Care Provider and/or Health Care Provider's Construction Contractors forms a reasonable suspicion that such testing may have a positive result. The said policy shall also require the testing of all of Health Care Provider's and/or Health Care Provider's Construction Contractors' employees, contractors and subcontractors directly or indirectly involved in any incident or accident in which a physical injury has occurred, as soon as practicable after the incident or accident. In order to ensure that all subcontractors maintain and implement similar testing policies, Health Care Provider's Construction Contractors shall require a similar written policy in each subcontract. If the results of any such test are positive, Health Care Provider shall, as soon as possible, contact CPS Risk Management personnel at 773-553-3310 concerning the results. The Board reserves the right to require the removal from the School, either temporarily or permanently, of any person receiving positive results from any of the aforesaid tests.