Des Moines Independent Community School District
Division of Purchasing
1915 Prospect Road, Suite 1200
Des Moines, Iowa 50310
Phone (515)242-7751 Fax (515)242-7550

July 8, 2016

RCM Health Care Services
575 8th Avenue, 6th Floor
New York, NY 10018
Andrew Hay/ Director of Business Development

RE: RFP7238 1 to 1 Nursing Services

Mr. Hay:

The Des Moines Public Schools is seeking to exercise its renewal option for the above mentioned RFP. This will be the **first extension** of this option, with the contract period beginning August 1, 2016 and ending on June 30, 2017. Attached is a new professional services agreement, non-disclosure agreement and the sex offender certificate to be signed and returned. If your costs are changing, please be sure to update the agreement.

The District appreciates your past service. We look forward to continuing our business relationship with you in the months and years to come. Please complete and sign the attached documents, and return no later than July 22, 2016 to:

Des Moines Public Schools – Purchasing Department
1915 Prospect Road Suite 1200
Des Moines, IA. 50310

Sincerely
Melissa Read
Melissa Read /Purchasing Specialist
Des Moines Public Schools

Non – Discrimination Policy:
It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C
Debarment Policy:
The District is prohibited from entering into a contract where an organization or, its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency.
Payment Policy:
The District plans to pay Awardee (s) using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Contractors accept one of these forms of payment
Acknowledgement & Certification:
Awardee(s) must agree to complete and sign the Acknowledgement & Certification regarding their staff's ability to be in contact with the student population.

DesMoines PUBLIC SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the date listed below written between the Des Moines Public Schools (**District**) and (**Provider**)

Name: RCM Health Care Services
Address: 575 8th Avenue, 6th Floor
City State Zip: New York, NY 10018
Phone: 917-286-5150
Fax: 917-286-5151
Email: Andrew.hay@rcmt.com

1. **SERVICES BY PROVIDER**

   A. **Performance of Services:** The Provider shall perform the services described in the scope of work detailed Section IV (4) of RFP 7238 Nursing Services. All services will be rendered to the best of the Providers ability and in a timely and professional manner in compliance with all the terms and conditions established by the District.

   B. **Modification:** The District may make changes to the services that were described in Section IV (4). In the event of a modification to the original document, the District shall notify the Provider by written notice. If any modification results in an increase or a reduction of the work described in this section, then the compensation hereunder shall be modified, if mutually accepted by both parties.

2. **PAYMENT**

   A. **Payment Terms:** The District shall pay the Provider as detailed in RFP7238 pages 10 through 11.

   Provider shall submit a request for payment monthly, including an invoice which details work completed and reimbursable costs for any applicable travel. The District will process the request for payment and request approval at the first regularly scheduled Board of Education meeting.

3. DISCRIMINATION AND COMPLIANCE WITH LAWS

A. **Compliance:** The Provider shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. The Provider shall not discriminate against any employee or any other person in the performance of this Agreement because of race, color, creed, national origination, handicap or sex.

B. **Violation**: Violation of this Section 3 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of the Agreement by the District, in whole or in part, and may result in ineligibility for further work for the District.

4. TERM AND TERMINATION OF AGREEMENT

A. **Term:** The term of the contract will commence on the Effective Date as set by the District. The Provider shall not start the performance of any work prior to the Effective Date of the contract and District shall not be liable to pay the Provider for any service or work performed or expenses incurred before the Effective Date of the contract. The District intends the contract will be with the Provider for one valuation period, with the option for both parties to extend two additional valuation periods exactly two and four years from the initial valuation period, if mutually agreed by both parties.

B. **Termination:** In order to protect the vested interests of the taxpayers of the Des Moines Public School District, and to ensure the efficient utilization of their tax dollars, Provider shall comply with all contractual obligations contained herein, with respect to these obligations, the District will report any non-compliance issues in writing, to the Provider for corrective action. Continued non-compliance by the Provider shall be the District's justification for placing the Bidder's contract on probation status or termination.

5. DISCLOSURE & OWNERSHIP OF WORK

A. **Non-Disclosure Agreement:** The provider agrees to all terms and conditions as specified in their executed Non-Disclosure Agreement, and is subject to Iowa code chapter 22 regarding public open records. (Appendix B)

B. **Information:** All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of the District, shall be forwarded to the District at its request and may be used by the District as it sees fit. The District agrees that if it uses products prepared by the Provider for purposes other than those intended in this Agreement, it does so at its sole risk and it aggress to hold the Provider harmless.

6. ADMINISTRATION

A. The Chief Financial Officer of the District, Thomas Harper, or his designee shall be the District's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices under this agreement.

7. INDEMIFICATION

A. **General:** The Provider will indemnify, defend, and hold the District, (its elected officials, officers, employees, assigns, insurers, independent providers, and agents) harmless from all claims, damages, losses, and expenses arising out of or resulting from any claim, action or other proceeding that is based upon (a) The Providers breach of any obligation, representation, or warranty under the Agreement, (b) The Providers outside business activities, (c) The infringement or misappropriation by the Provider of any foreign or domestic patent, copyright, trade secret, or other proprietary.

B. **Negligent Acts or Omissions:** The Provider will indemnify, defend, and hold the District, (its elected officials, officers, employees, assigns, insurers, independent providers, and agents) harmless from all claims, damages, losses, and expenses arising out of or resulting from any claim, action or other proceeding that is based upon the Providers negligent acts or omissions.

8. INSURANCE: RISK OF LOSS

A. **Insurance:** The Provider shall comply with the insurance requirements as specified in RFP7238 pages 7-8, and provide the district with a Certificate of Insurance naming the District as a certificate holder for the limits and policy coverage as specified.

B. **Damages:** The Provider will be liable for all loss or damage, other than ordinary wear and tear, to the District's property in the Provider's possession or control. In the event of any such loss or damage, the Provider will pay the District the full current replacement cost of such equipment or property within (30) days after its loss or damage.

9. INDEPENDENT PROVIDER

A. **Employees:** All employees of the Provider shall be considered to be, at all times, employees of the Provider under its sole direction and not an employee or agent of the District. The Provider shall supply competent and physically capable employees in a number that is consistent with the requirements detailed in section thirteen. Where required, employees shall be licensed and accredited. The Provider must complete and submit an executed Offender's Acknowledgement Form (Appendix A) with this agreement.

9. INDEPENDENT PROVIDER

B. **Removal of Employees:** The District may require the Provider to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District.

C. **Controlled Substances:** In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Provider shall be permitted to use these substances when performing work on District property.

10. CONTRACT ASSIGNMENT

Neither the District nor the Provider shall assign, transfer, or encumber any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.

11. FUTURE SUPPORT

The District makes no commitment and assumes no obligations for the support of the Providers activities except as set forth in this Agreement.

12. GENERAL PROVISIONS

A. **Governing Laws:** The terms and conditions of this Agreement shall be construed in accordance with the laws of Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this Agreement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

B. **Severability:** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The District and the Provider agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

C. **Non Waiver:** Any failure by the District to enforce strict performance of any provision of the Agreement will not constitute a waiver of the District's right to subsequently enforce such provision or any other provision of the Agreement.

D. **District Marks:** The Provider will not use any trade name, trademark, service mark, or logo of the District in any advertising, promotions, or otherwise, without the Districts express prior written consent.

E. **No Assignments:** Neither the Agreement nor any rights of obligations of the Provider arising under the Agreement may be assigned without the Districts prior written consent.

12. GENERAL PROVISIONS

F. **Notices:** All notices and other communications under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address set below.

G. **Legal Fees:** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any relief may be awarded.

H. **Counterparts:** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together shall be deemed to be the same document

I. **Conflict Terms:** In the event any term or condition in this agreement conflicts with the original request for proposal then the terms and conditions of the original request for proposal shall apply.

13. SCOPE OF WORK

The Provider and the District agree that provisions detailing the Scope of Work on RFP 7238 shall be delivered by the provider. The initial contract period will be from September 1, 2015 through June 30, 2016. The contract is renewable each year as agreed to by the District and the Provider.

The following pricing will be valid August 1, 2016 to June 30, 2017:

Cost per Hour	
Licensed Practical Nurse	$
Registered Nurse	$
Travel Cost per Mile	$

14. EXTENT OF AGREEMENT / MODIFICATION

This Agreement, together with other written addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

PROVIDER	**DISTRICT**
By:	By: Nick Lenhardt
Printed Name: Michael Saks	Printed Name: Nick Lenhardt
Title: Senior Vice President	Title: Controller
Date Signed: 7/8/16	Date Signed: 9/1/2016
Address: 575 Eighth Ave, 6th Floor	Address: 2323 Grand Avenue
City: State: New York, NY	City: State: Des Moines, IA
Zip: 10018	Zip: 50312

Appendix A
Acknowledgment & Certification

_____ ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Appendix B

Recipient: RCM Health Care Services

Recipient address: 575 8th Avenue, 6th Floor, New York, NY 10018

Recipient telephone number, including area code: (917)286-5150

The party identified above as Recipient ("Recipient") anticipates having dealings from time to time with Des Moines Independent Community School District., and/or one or more of the affiliates of Des Moines Independent Community School District. (individually and collectively referred to herein as "Customer"). In the course of such dealings, Recipient may receive or have access to certain information concerning Customer or third parties to whom Customer has an obligation of confidentiality. In consideration of the business dealings of the parties, Recipient agrees to the terms of this Confidentiality and Nondisclosure Agreement ("Agreement").

1. **Confidentiality.** For purposes of this Agreement, Customer's "Confidential Information" consists of: (a) all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods and business plans) relating to Customer's business (or to the business of Customer's licensors, suppliers or other trading partners) that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by Customer (even if not so marked or identified); and (b) all information that Customer is obligated by law to treat as confidential for the benefit of third parties, including but not limited to personal, financial, and/or health information about individuals who have applied for or purchased financial products or services from Customer. Recipient acknowledges that, in connection with the performance of this Agreement or otherwise in the course of its dealings with Customer, Recipient may receive Confidential Information from Customer or may otherwise have access to or learn of Customer's Confidential Information. In the absence of Customer's prior written consent to a specific disclosure or use, Recipient will not disclose to any third party any of Customer's Confidential Information, either orally or in writing, and will not appropriate any of Customer's Confidential Information to Recipient's own use or to the use of any third party. Confidential Information that is provided by Customer to Recipient will be used by Recipient and its agents only for the purpose for which it was provided, and access to such information will be restricted to individuals who require the information (or access to the information) to further that purpose. Without limiting any of the foregoing, Recipient will take at least such precautions to protect Customer's Confidential Information as Recipient takes to protect its own confidential information, and in any event will take all precautions that are reasonably necessary to protect the security of Customer's Confidential Information. Upon Customer's request, Recipient will return or destroy, as specified by Customer, all tangible items containing any of Customer's Confidential Information, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned or destroyed. With respect to an electronic or computer copies or records of or relating to the same, without limiting the foregoing, upon request for destruction by the Provider, the Recipient shall immediately shred, permanently delete or otherwise irretrievably destroy and render unreadable all such copies or records from all computers, laptops, servers, back-up systems, storage devices and media owned by, or operated by or for the Recipient.

2. **Notification obligation**. Upon learning of any unauthorized disclosure or use of Customer's Confidential Information, Recipient will notify Customer promptly and cooperate fully with Customer to protect Customer's Confidential Information.

3. **Disclosure required by law.** If Recipient believes it is required by law or by a subpoena or court order to disclose any of Customer's Confidential Information, then prior to any disclosure Recipient will promptly notify Customer in writing, attaching a copy of the subpoena, court order or other demand, and Recipient will make all reasonable efforts to allow Customer an opportunity to seek a protective order or other judicial relief.

4. **Non-restricted information.** Except as stated in the final sentence of this paragraph, nothing in this Agreement will be construed to restrict disclosure or use of information that: (a) was in the possession of or rightfully known by Recipient, without an obligation to maintain its confidentiality, prior to receipt from Customer; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to Customer's Confidential Information. Recipient acknowledges that certain laws governing information about individuals are more restrictive than the foregoing statements, and Recipient agrees to comply in all respects with such laws.

5. **Duration of obligations.** The obligations imposed by this Agreement will survive termination of an existing business relationship between Recipient and Customer, or completion of the exploration of a potential business relationship between the parties, as applicable, and will remain in effect with respect to each item of Confidential Information until that information becomes unprotected under the terms of the paragraph above titled "Non-restricted information". However, if applicable law sets a maximum period for the duration of obligations of nondisclosure and non-appropriation of confidential information, the obligations imposed by this Agreement with respect to each item of Confidential Information (other than trade secrets and other than information about individuals that is protected by law) will remain in effect only until such period expires.

6. **Additional limitation.** If Recipient is directed in writing by Customer to discuss a request for proposals ("RFP") and the business dealings associated with that RFP only with specifically named employee(s) of Customer, then Recipient agrees not to disclose any information relating to that RFP to any other employee of Customer.

7. **Non-waiver.** No term or provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent will be in writing and signed by Customer. No consent by Customer to, or waiver of, a breach by Recipient will constitute a consent to, waiver of, or excuse for any different or subsequent breach.

8. **Partial invalidity.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect. In addition, the parties or the court will modify any unenforceable provision so as to make it enforceable under applicable law, while keeping the modified provision as consistent as possible with the original intent of the parties.

9. **Headings.** The paragraph headings in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

10. **No assignment.** Rights and obligations under this Agreement are personal, and may not be assigned or delegated by either party.

11. **Governing law.** This Agreement will be governed by the laws of the state of Iowa, without reference to conflict of law principles.

12. **Consents, permissions and approvals.** If a provision of this Agreement requires Recipient to obtain Customer's written consent, permission or approval (or similar indication of agreement) with respect to a specified matter, such consent, permission or approval (or similar indication of agreement) will, unless otherwise expressly stated in the applicable provision of this Agreement, be valid if and only if it is given in an email message sent by, or on a paper document manually signed in ink by, an authorized representative of Customer. Notwithstanding the foregoing: (a) if Customer's authorized representative faxes such a manually-signed paper document to the other party, the faxed copy of the manually-signed paper document will be valid to the same extent as the original; and (b) in no event may any provision of this Agreement be changed via email or by any document which is signed by only one party.

13. **Notices.** All notices required by this Agreement will be delivered by hand or overnight courier to **Des Moines Public Schools, 1915 Prospect Road, Suite 1200, Des Moines, IA, 50310,** or by fax to Mark Mattiussi at 515-242-7550. Customer may from time to time inform Recipient of a change in the address, facsimile number or contact person for notices to Customer.

RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND BY SIGNING BELOW AGREES TO BE BOUND BY IT. RECIPIENT REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND RECIPIENT.

RECIPIENT

Authorized signature

Michael Sates

Printed name

Senior Vice President

Title

7/8/16

Date

For informational purposes only, Recipient's TELEPHONE NUMBER (including area code) is: ( )