

**AUTHORIZE THE RATIFICATION OF THE AMENDED AGREEMENT WITH QBS LLC FOR
DE-ESCALATION AND PHYSICAL RESTRAINT TRAINING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the Ratification of the amended agreement with QBS LLC to provide De-escalation and Physical Restraint Training to the District at an estimated annual cost set forth in the Compensation Section of this report. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-3(b)(i). This ratification is necessary to increase the not to exceed amount on the agreement. A written amendment to the agreement is currently being negotiated. No payment shall be made to QBS LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Mckay, Jordan J / 773-553-2280
CPOR Number : 22-0318-CPOR-7795

VENDOR:

- 1) Vendor # 17369
QBS LLC
49 PLAIN ST, STE 200
NORTH ATTLEBORO, MA 02760
Rhonda Alexander
508 316-4223

Ownership: QBS Midco LLC - 100%

USER INFORMATION :

Project 10615 - Safety and Security - City Wide
Manager: 42 West Madison Street
Chicago, IL 60602
Kosmacek, Kylie J
773-553-6915

PM Contact: 10610 - School Safety and Security Office
42 West Madison Street
Chicago, IL 60602
Chou, Jadine P
773-553-3011

TERM:

The term of this agreement is for one year commencing February 1, 2022 and ending January 31, 2023. There are two (2) remaining options period for one (1) year each.

SCOPE OF SERVICES:

Vendor will continue to provide services in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities including the

following and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

Vendor shall deliver services under a train-the-trainer model. Training will take place annually to initially train and later recertify the District trainers to provide de-escalation training to school-based staff. School-based staff will attend training sessions that have been strategically designed to best meet the needs of their role as a CPS employee (i.e., not all school-based staff will receive training in physical management procedures unless it is determined necessary for their role as a CPS employee).

These services will be needed on an annual basis to ensure District trainers are current on their certification to in turn train school-based staff so they can keep their certification current.

School-based staff will attend training that consists of two main components, as applicable to their role as a CPS employee:

(1) De-escalation and responding to challenging behaviors; and/or (2) Utilize de-escalation strategies in order to prevent further escalation. Identify precursor behaviors and triggers that may lead to escalation in order to employ preventative strategies to minimize the likelihood of escalation or further escalation.

To complete certification, all school-based staff must demonstrate competency and proficiency in administering each procedure.

Physical Management:

Evaluate the risk of harm and imminent danger of serious physical harm to the individual themselves or others.

DELIVERABLES:

Vendor will continue to provide deliverables in the form of trainers to deliver the training to school-based staff and certifications of completion for all trained participants.

OUTCOMES:

Vendor's services will result in meeting ISBE compliance and State legislation requirements. Every school will have their own Safety Care trainer to train their school-based staff in de-escalation and physical management. Every school will also have two staff trained as a specialist in de-escalation and physical management to better assist individuals with de-escalating and problem solve through the situation.

COMPENSATION:

Vendor shall be paid during this option period as follows: Estimated annual costs for this option period are set forth below:

\$50,000, FY22

~~\$76,700~~, \$140,050, FY23

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief of Safety and Security to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 210, Safety and Security, Unit 10615, 10610

\$50,000, FY22

~~\$76,700~~ \$140,050, FY23

Not to exceed ~~\$126,700~~ \$190,050 for the one (1) year term.

CFDA#: Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education 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.

Conflicts - The agreement shall not be 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.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel