

## **2.3 APPROVAL OF AGREEMENT FOR DIAGNOSTIC AUDIOLOGY SERVICES**

### **A. SUBJECT**

This item is included on the agenda so the Board can approve the renewal of the audiology services agreement for the 2026-2027 school year.

### **B. INFORMATION**

Affiliated Ear Nose and Throat Physicians provides the District with diagnostic audiology services. They have worked with staff and students in the District for the past two years. Administration recommends renewal of the attached annual contract.

### **C. RECOMMENDATION**

Based upon the past positive relationship the District has with Affiliated Ear Nose and Throat Physicians, the Superintendent recommends approval of the Agreement for diagnostic audiology services for the 2026-2027 school year and authorizes Julie Dillon, Chief Financial Officer, to sign the attached agreement.

### **D. SUGGESTED MOTION**

This item will be included in the suggested motion for the Consent Agenda.

Professional Services Agreement (Audiology)  
Contractor: Affiliated Ear, Nose and Throat Physicians  
Dated: 8/17 2026

**AMENDMENT TO  
CONTRACTED SERVICE AGREEMENT  
BETWEEN**

**THE BOARD OF EDUCATION OF  
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT NO. 200  
AND  
AFFILIATED ENT PHYSICIANS**

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This Amendment (the "Amendment") is made and entered into by and between Woodstock Community Unit School District No. 200, McHenry County, Illinois (the "District") and Affiliated Ear, Nose and Throat Physicians ("Contractor") (collectively referred to as the "Parties").

1. **EFFECT OF THIS AMENDMENT.** This Amendment amends the Contracted Services Agreement dated 8/17, 2026 ("Agreement"), and all attachments, exhibits and Terms and Conditions or other documents between the Parties related to that Agreement. Together, this Amendment and other documents constitute the "Agreement." Should there be any conflict between this Amendment and any other agreed upon language between the Parties, this Amendment shall control unless the Parties subsequently expressly agree in writing to revise, rescind or replace this Amendment. Contractor's signature below certifies compliance with all terms and certifications in the Amendment.
2. **TERM:** The term of this Agreement shall commence on August 16, 2026, and shall continue until August 15, 2027.
3. **FEES:** Payment of fees under this Agreement shall be governed by the Illinois *Local Government Prompt Payment Act*, 50 ILCS 550/.
4. **CRIMINAL BACKGROUND CHECKS AND SEXUAL MISCONDUCT EMPLOYMENT HISTORY CHECKS:**

**A. Criminal Background Check.**

- 1) If the District determines that provision of the Services will result in "direct, daily contact" with students, the District will notify Contractor that individuals providing services must submit to a criminal background investigation in accordance with 105 ILCS 5/10-21.9. The Contractor will reimburse the District for the costs of the criminal background check.
- 2) In accordance with 105 ILCS 5/10-21.9, Contractor shall ensure that each individual performing Services has authorized a criminal background

investigation by the District (unless a satisfactory background investigation is on file with the Regional Office of Education or Educational Service Region) and, at the request of the District, a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (or, at the District's option, completed) prior to the individual commencing Services.

- 3) Contractor acknowledges that the eligibility of any individual to perform the Services under this Agreement is contingent upon the District deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the District.
- 4) The District will provide to the individual a copy of the background check results. The District will notify the Contractor if the District determines that any individual is not eligible to perform the Services. Due to restrictions on disclosure of background check information, the District may not specify to Contractor the reasons for a determination of ineligibility.

#### **B. Sexual Misconduct Employment History Check.**

As of July 1, 2023, the effective date of Public Act 102-0702, for all applicants seeking to perform services for Contractor on assignment to the District who will have "direct contact" with students, Contractor shall complete an employment history check for sexual misconduct. If the District determines this requirement applies, Contractor agrees to comply with 105 ILCS 5/22-94 and ensure and certify the following:

- (1) Contractor has no knowledge or information pertaining to the applicant that would disqualify the applicant from employment;
- (2) the applicant swears or affirms that the applicant is not disqualified from employment;
- (3) the applicant completes and provides the template employment history form to be developed by the Illinois State Board of Education regarding the applicant; and
- (4) any other applicable requirements set forth by the statute.

Further, Contractor will not assign an individual to perform services if Contractor has knowledge of any instance in which the individual to be performing service 1) has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; 2)

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has ever been discharged, asked to resign from, resigned from, or otherwise been separated from any employment, removed from a substitute list, been disciplined by an employer or had an employment contract not renewed, due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded or unsubstantiated; or 3) has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated. Prior to assigning an individual to perform services, Contractor will notify the District if any of the above-referenced incidents apply.

5. **PHYSICAL FITNESS CERTIFICATION:** At the request of the District, and in accordance with 105 ILCS 5/24-5, Contractor (and all individuals performing Services under the Agreement) who are subject to the background check requirements also shall submit to a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, and shall provide the Board with evidence of physical fitness to perform duties assigned and freedom from communicable disease. The cost of this examination shall be paid by the Contractor. If Contractor subcontracts the Services, a certification from Contractor to the Board that subcontractors have provided the required physical fitness certification will be sufficient unless the Board notifies the Contractor that the Illinois State Board of Education is requiring that the actual medical certification be provided to the Board. If the subcontractor has had a physical fitness exam meeting these criteria in the ninety (90) days prior to commencing the provision of Services under this Agreement, Contractor's certification to the Board of the completion of the exam will satisfy the requirements of this paragraph.
6. **EXPENSES:** Contractor shall bear all expenses incurred in the performance of this Agreement, whether incurred by Contractor or individuals performing services on behalf of Contractor. District shall not pay any travel or other expenses.
7. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement between Contractor (or the individuals performing Services through Contractor) and the District, it being understood that the Contractor and such individuals will provide Services as an independent Contractor.
8. **RECORDS AND CONFIDENTIALITY:** The Contractor and individuals performing Services through Contractor shall have access to District records (including, but not limited to student and personnel records) only to the extent necessary for performance of the Services. The Contractor agrees that any information it or the individuals performing Services through Contractor receive from the District or otherwise in the performance of Services with respect to individual District employees or students in conjunction with Services provided under the

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Agreement shall remain the property of the District and shall be treated and maintained by the Contractor as confidential information and used only for the identified purposes in conjunction with the Services under the Agreement.

Such records shall not be disclosed to third parties for any reason other than to law enforcement or medical personnel in the event of an emergency or as otherwise may be required by law, and will not be used for the Contractor's own personal or business purposes outside the performance of Services under the Agreement. All information that qualifies as a student record under *Family and Educational Rights Privacy Act* and the *Illinois School Student Records Act* shall be handled by the Contractor in accordance with those laws. If there is a breach of such information (i.e. disclosure to a third party by Contractor or agent of Contractor), the Contractor shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected. Contractor further agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and all rules and regulations governing the release of student, personnel, and medical records. Contractor also shall abide by all other records confidentiality obligations of the District and all District policies and procedures applicable to same. Should the District determine a Business Associate Agreement is necessary under HIPAA, Contractor agrees to enter into such an agreement.

Student record information shall be left and maintained at the District and on District servers and network equipment at all times except with permission of the District. With permission of the District, Providers may store student record information on Contractor's secure network and platform. Contractor's network, platform, and all modes of electronic transmission with the District shall be HIPAA compliant and shall comply with reasonable commercial data security protocols, both physical, electronic, and policy, as appropriate for the handling of sensitive medical information. Contractor shall indemnify the Board against any and all claims and expenses arising from breach of student data, including data access by or release to unauthorized third parties.

Upon termination of the Agreement with or without cause, including, but not limited to, termination under the provisions of this Agreement or Amendment or expiration of its term, any District employee or student record information in possession of Contractor or individuals performing Services shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within 30 days of termination unless the law requires Providers to maintain the records for a longer period of time, in which case Providers shall retain and destroy the student and employee information in accordance with those legal requirements.

Individuals performing Services through Contractor shall exercise the utmost discretion with respect to information they may become aware of with respect to any students in the school environment. All information regarding students acquired by such individuals in any form

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(written, electronic, verbal, etc.) shall be treated as confidential information, and such individuals shall not redisclose any student information to third parties.

The District is subject to the Freedom of Information Act and may disclose any records of Contractor when it determines in its discretion that such disclosure is required pursuant to law. Any provisions of the Agreement purporting to impose confidentiality of the terms of the Agreement, Contractor records or information contrary to these obligations as interpreted by the District are void.

- 9. OTHER LAWS, RULES, AND POLICIES:** Contractor and individuals performing Service shall comply with all applicable laws, ordinances, rules, regulations and codes as well as all District policies and regulations and procedures, and Illinois State agency directives to the extent determined by District to be applicable to Services, now in force or which may hereafter be in force, pertaining to the Services provided under this Agreement. Furthermore, Contractor represents and warrants that any individual performing Services currently has, and shall maintain during the term of this Agreement, all licenses required to perform the Services hereunder if required by law or by other terms of this Agreement.

Contractor represents and warrants to District that no individual performing Services is a convicted child sex offender or otherwise prohibited from being present on District property. Individuals performing Services may be required to sign an acknowledgment of mandated reporter status for purposes of the Abused and Neglected Child Reporting Act and provide evidence of completion of the DCFS online training for such obligations. Individuals performing Services also shall abide by all laws and District policies and procedures applicable to his/her presence on school property and the provision of Services under this Agreement. Smoking and use and possession of alcohol is prohibited on school property.

- 10. TERMINATION:** This Agreement may be terminated by either Party at any time upon written notice.
- 11. RETURN OF PROPERTY:** Upon termination, Contractor will promptly return to the District all documents, materials, drawings, and other tangible manifestations of confidential District information (and all copies and reproductions thereof). In addition, Contractor will return any property belonging to the District including without limitation: computers, office supplies, money and documents.
- 12. INDEMNIFICATION:** Contractor will indemnify, defend, and hold harmless the Board of Education and each of its individual Board members, Board officers, employees, agents, representatives, insurers, successors, and assigns from and against any and all claims, demands, charges, complaints, causes of action, fines and penalties (including, but not limited to, attorney's fees), and other liability arising from, related to, or connected in any way with any act or omission of Contractor (or any individual performing Services through Contractor) or any breach of this Agreement. The foregoing indemnification shall survive the expiration or termination of this Agreement. Additionally, the Contractor waives any and all rights against the District he/she may have under any Worker's Compensation Act or interpretations of such

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laws, and Contractor indemnifies the District against any claims of individuals performing Services arising from the Worker's Compensation Act.

**13. INSURANCE:** Contractor shall maintain the following types and amounts of insurance for the duration of this Agreement, and provide to the Board insurance certificates reasonably acceptable to the Board.

- a. *Commercial General Liability Insurance.* Commercial General Liability Insurance, on an occurrence basis, with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate for bodily injury and property damage. Such insurance must include coverage for sexual abuse and molestation.
- b. *Umbrella or Excess Insurance.* Umbrella or Excess Liability Insurance with policy limits of not less than one million dollars (\$2,000,000) for each occurrence and in the aggregate. The excess or umbrella insurance shall follow the form of the underlying Commercial General Liability Insurance in all respects.
- c. *Professional Liability Insurance.* Professional Liability Insurance with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate.
- d. *Worker's Compensation Insurance and Employer's Liability Insurance.* Worker's Compensation Insurance in the amounts required by applicable laws and Employer's Liability Insurance with policy limits of not less than one million (\$1,000,000) each accident for bodily injury by accident and one million (\$1,000,000) each employee for bodily injury by disease. Notwithstanding, any injuries or illnesses suffered or experienced by Contractor, either in an individual capacity or by its employees, agents or subcontractors, shall be the sole responsibility of the Contractor and; as such, neither the Board nor its Worker's Compensation Insurance will carry any responsibility.
- e. *Automobile Liability Insurance.* Automobile Liability Insurance with a policy limit of no less than one million (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- f. *Additional Insureds, Priority of Insurance and Subrogation.* Contractor shall name, by endorsement if necessary, the Indemnitees as additional insureds on the Excess/Umbrella, Professional Liability and Commercial General Liability Insurance policies. All insurance required of Contractor under this Agreement shall be primary insurance and any insurance maintained by the Board that is applicable to any loss arising out of, related to or connected with this Agreement shall be on an excess basis. Contractor waives, to the fullest extent permitted by the insurance policies required under this Paragraph 13, any and all rights of subrogation it and its insurers may have against the Indemnitees.

- g. *Evidence of Insurance.* Upon execution of this Agreement, Contractor shall provide a current insurance certificate evidencing the insurance required. Upon demand by the Board, Contractor shall provide the Board with copies of the insurance policies, with all endorsements thereto, required hereunder. All insurers referenced in this Paragraph 13 must be licensed to do business in the State of Illinois and be *A VII* rated by AM Best. The Board, in its sole discretion, may waive this Paragraph 13 insurance requirement, but such waiver shall be made in writing, and no purported waiver by the Board shall constitute a waiver of any statutory insurance requirements.

The District shall not be obligated to cover Contractor or individuals providing services under this Agreement under District insurance for any purpose or in any capacity. If District voluntarily provides such coverage, it will not be available to Contractor or individuals providing services under this Agreement in the event of a claim by the District against the Contractor or individuals providing Services.

- 14. WAIVER:** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- 15. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing, which amendment must be signed by both the District and Contractor to be effective.

- 16. GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

- 17. SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not have the right to subcontract, delegate, assign or otherwise transfer his/her right or obligations under this Agreement without the prior written consent of the District, which may be withheld in its sole discretion. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**18. FEDERAL AND STATE GRANT PROCUREMENT:**

**IF THIS AGREEMENT WILL BE FUNDED WITH FEDERAL GRANTS OR STATE GRANTS SUBJECT TO THE GRANT ACCOUNTABILITY AND TRANSPARENCY ACT (GATA), THE CONTRACT CLAUSES SET FORTH BELOW SHALL BE APPLICABLE TO THE CONTRACT. CONTRACTOR IS ADVISED TO READ ALL CLAUSES CAREFULLY AS DIFFERENT CLAUSES APPLY BASED ON THE DOLLAR AMOUNT AND TYPE OF THE CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL REQUIREMENTS SET FORTH IN THESE CLAUSES, AS APPLICABLE.**

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

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Dated: \_\_\_\_\_ 2026

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal or state award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor certifies they are not on this list.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**[SIGNATURE PAGE FOLLOWS]**

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Dated: 8/7/ 2026

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the dates written below.

**DISTRICT 200:**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name – Please Print)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**AFFILIATED ENT PHYSICIANS**

By:  \_\_\_\_\_  
(Signature)  
ROMAN J. DYKUN  
(Name – Please Print)  
President  
(Title)  
August 7, 2026  
(Date) 36-3180290  
36-3182190  
(Contractor Tax Identification Number)