

**RESCIND BOARD REPORT 08-0423-OP1  
AND  
APPROVE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH LOCAL INITIATIVES  
SUPPORT CORPORATION, APPROVE ENTERING INTO A CONSTRUCTION AND RIGHT OF ENTRY  
AGREEMENT WITH HISPANIC HOUSING DEVELOPMENT CORPORATION AND APPROVE  
ENTERING INTO SITE LICENSE AGREEMENTS WITH VARIOUS HEALTH CARE PROVIDERS FOR  
SCHOOL-BASED HEALTH CENTERS AT FIVE (5) CHICAGO PUBLIC SCHOOLS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a Memorandum of Understanding ("MOU") with Local Initiatives Support Corporations ("LISC") and approve entering into a Construction and Right of Entry Agreement with Hispanic Housing Development Corporation ("HHDC") for premises in five (5) Chicago Public Schools set forth below for school-based health centers ("SBHC") and approve entering into site license agreements with various health care providers for SBHC's at (5) Chicago Public Schools which will offer comprehensive health care and related services to the students of Chicago Public Schools. A written MOU and Construction and Right of Entry Agreement and the form of the Site License Agreements with the Providers will be negotiated with the relevant parties. The authority granted herein shall automatically rescind in the event the MOU, Construction and Right of Entry Agreement and Site License Agreements are not executed within ninety (90) days of the date of this Board Report. Information pertinent to the MOU, Construction and Right of Entry Agreement and the Site License Agreements is stated below.

**PARTIES TO THE VARIOUS AGREEMENTS:**

**MEMORANDUM OF UNDERSTANDING:** Local Initiatives Support Corporation

**CONSTRUCTION AND RIGHT OF ENTRY AGREEMENT HOLDER:** Hispanic Housing Development Corporation

**PROVIDERS AND SCHOOLS:**

<u>Providers</u>	<u>Schools</u>
Access Community Health Network	Jacques Marquette Elementary School and Perspectives Charter Middle School at Calumet
Alivio Medical Center	Orozco Elementary School
Near North Health Services Corporation	Reavis Elementary School
PrimeCare Community Health Inc.	Ames Middle School

**PREMISES:** The Premises within a School for the use by the Providers for a SBHC shall be set forth in each Site License Agreement. A portion of the funds to develop and build a SHBC at each School have been or will be awarded by Atlantic Philanthropies (and will be available to the Providers through LISC). The Board will fund up to a maximum of \$250,000.00 to develop and build a SHBC at each School. An additional \$250,000.00 will be awarded by the City of Chicago (and will be available through LISC), using TIF funds to offset development and building costs specifically for Orozco Elementary School. The Board shall reserve the right to relocate any SBHC within a School (at the Board's expense) if such relocation is necessary or desirable for the operation of the School.

**USE:** Providers shall use the Premises for the sole purpose of operating a SBHC which provides a comprehensive and varied array of primary and preventive medical and social services to the students and others as designated by the School, including some or all of the following: general health assessments, State mandated physical examinations, laboratory and diagnostic screenings, first aid, health education and counseling, mental health, alcohol, tobacco and substance abuse treatment and counseling, reproductive health services, Early Periodic Screening and Diagnostic Testing (EPSDT), and dental and nutrition services. In the event mental health and dental services are provided at a SBHC, such services may be provided by third parties, rather than Providers. All services shall be offered to all students regardless of income, insurance or health status.

**TERM:** The term of the MOU shall commence on the date of execution and shall continue until June 30, 2011. The term of the Construction and Right of Entry Agreement shall commence on the date of execution and shall continue until March 31, 2009. The term of each Site License Agreement shall commence on the date of execution and shall terminate on the first to occur of: (a) an uncured default by the Provider of the terms and conditions of the Site License Agreement (subject to LISC's right to cure); (b) the School ceases to operate; or (c) June 30, 2011.

**LICENSE FEE:** The Premises shall be provided to each Provider free of charge.

**SITE LICENSE AGREEMENTS.** In each Site License Agreement, each Provider/Licensee shall: (i) provide the Board with evidence of proper licensing to provide health care services, (ii) establish and be solely responsible for the overall operation of the SBHC and bear all operational costs associated therewith, (iii) be solely responsible and liable for all services rendered at the SBHC, (iv) provide a multi-disciplinary team to provide services, (v) provide for the removal of all medical and hazardous waste in accordance with all applicable Federal, State and local health and safety laws, (vi) maintain adequate insurance for the operation of the SBHC and the rendering of medical services (vii) ensure compliance with Illinois Standards for School Based and School-Linked Health Centers and (viii) submit annually data to the Board, as mandated by the Illinois Department of Human Services, as a condition of being a State Certified School Based Health Center.

In each Site License Agreement the Board shall: (i) provide the space at no cost to the HHDC or the Provider, including utilities; (ii) provide custodial and maintenance services for each Provider in accordance with Board standards, excluding the removal of medical and hazardous waste materials; and (iii) Provide LISC with \$250,000 to cover the expenses to build out the SBHC in the (5) Chicago Public Schools.

**MEMORANDUM OF UNDERSTANDING.** Under the MOU, LISC shall directly subsidize a portion of the expenses related to the ongoing operations of each SBHC until June 30, 2011; provided however, that such subsidies shall not exceed amounts obligated in LISC grant agreement to Providers, and the total of amount committed to such purposes under the Atlantic Philanthropies award. Under the MOU, the Board shall (i) enter into Site License Agreements with the Providers, (ii) perform an annual physical inspection of each SBHC to determine if Board is providing adequate services and (iii) provide LISC with copies of any notices of default given under a Site License Agreement and provide LISC with opportunity to cure.

**CONSTRUCTION AND RIGHT OF ENTRY AGREEMENT.** Under the Right of Entry Agreement HHDC shall: (i) bear all costs and expenses of construction of the SBHCs, (ii) pay any and all costs associated with environmental remediation up to a maximum of \$20,000 per School site or \$80,000 in the aggregate for all School sites, (iii) secure all necessary permits and authorizations in order to undertake the construction and (iv) keep Schools free of liens and encumbrances. Under the Right of Entry Agreement the Board shall: (i) grant HHDC entry to each of the Schools and (ii) provide an environmental report for each School site.

**OUTCOMES:** The services of each Provider shall result in the students having access to medical services which will enable them to take proactive measures for healthy choices, which measures will help them stay in school and improve their attendance and performance.

**AUTHORIZATION:** Authorize the General Counsel to include insurance, indemnification, and all other relevant terms and conditions in the MOU, Construction and Right of Entry Agreement and the Site License Agreements. Authorize the President and Secretary to execute the MOU, Construction and Right of Entry Agreement and Site License Agreements. Authorize the Chief Specialized Services Officer to determine and approve the term of each Site License Agreement and the Premises within a School and to execute all ancillary documents required to administer or effectuate each Site License Agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts, it has been determined that the participation goal provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW:** Local School Council approval is not required for the MOU, Construction and Right of Entry Agreement or the Site License Agreements.

**FINANCIAL:** Charge to School Units for Board contribution: Not to exceed \$250,000  
Fiscal Year: 2009  
Budget Classification: School Unit-499-54105-213003-000000-2009

Charge to Orozco Elementary for City of Chicago award using TIF Funds: \$250,000  
Fiscal Year: 2009  
Budget Classification: 31281-436-54105-213003-000000-2009

**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.

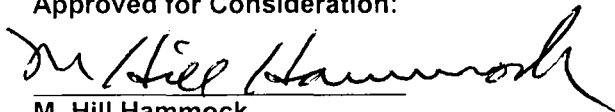
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board member during the one year period following expiration or other termination of their 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 June 23, 2004 (04-0623-PO4), as amended from time to time, Shall be incorporated into and made a part of the agreement.

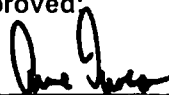
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



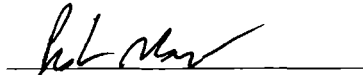
**M. Hill Hammock**  
Chief Operating Officer

**Approved:**



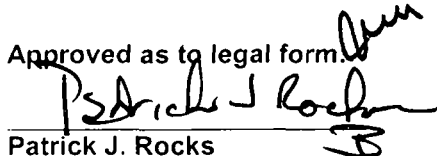
**Arne Duncan**  
Chief Executive Officer

**Within Appropriation:**



**Pedro Martinez**  
Chief Financial Officer

**Approved as to legal form.**



**Patrick J. Rocks**  
General Counsel