

APPROVE ENTERING INTO SITE LICENSE AGREEMENTS WITH VARIOUS HEALTH CARE PROVIDERS FOR SCHOOL-BASED HEALTH CENTERS AT CHICAGO PUBLIC SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into Site License Agreements with Various Health Care Providers ("Providers") for use of space for School-Based Health Centers ("SBHC") which will offer health care and related services, at a minimum, to the students of Chicago Public Schools. All services rendered by the Providers shall be at no cost to the Board. Written Site License Agreements will be negotiated with the Provider for each SBHC. Information pertinent to these Site License Agreements is stated below.

USER: The Board of Education of the City of Chicago
125 South Clark Street
Chicago, IL 60603
Office of Specialized Services
Contact: Deborah E. Duskey
Chief Specialized Services Officer
Phone: (773) 553-1800

PROVIDERS: Various Health Care Providers; Providers may be added or removed throughout the term.

PREMISES: Various Chicago Public Schools. Sites will be determined by the Office of Specialized Services, the Department of Operations and the school principals. On a case-by-case basis, the Board may elect to build-out the space, at the Board's sole cost. 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 and Provider, including some or all of the following: general health/risk assessments, State mandated physical examinations and immunizations, 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.

Services will be provided at no charge to the Board. However, Providers may bill a Student's insurance for Services or if uninsured may bill a Student based on a sliding scale to procure payment for Services.

TERM: The term of each Site License Agreement shall commence on the date such Site License is fully executed and shall continue until the first to occur of the following: (a) there is an uncured default by the SBHC of the terms and conditions of the agreement; (b) the school ceases to operate; or (c) upon ninety (90) days prior written notice from one party to the other that it desires to terminate the agreement.

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

RESPONSIBILITIES OF PROVIDERS: Each Provider 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 costs associated therewith; (iii) be solely responsible and liable for all services rendered at the SBHC; (iv) be solely responsible for the cost of build-out of the space; (v) be certified and maintain certification with the Illinois Department of Human Services in compliance with the Illinois Standards for School-Based/Linked Health Centers Act (77 ILCS 2200); (vi) provide for the removal of all hazardous waste materials; and (vii) maintain adequate insurance for the operation of the SBHC and the rendering of medical services.

RESPONSIBILITIES OF BOARD: The Board shall: (i) provide the space at no cost to the Provider, including utilities; and (ii) provide custodial and maintenance services for each Provider in accordance with Board standards, excluding the removal of medical and hazardous waste materials.

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 and all other relevant terms and conditions in the Site License Agreements. Authorize the President and Secretary to execute the Site License Agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate these Site License Agreements. Upon notification of intent to open a school-based health center to the Board Secretary, the Chief Specialized Services Officer and the Chief Operating Officer shall jointly have the authority to determine who shall be Providers and to designate appropriate space for each SBHC within a CPS School. Authorize the Chief Operating Officer to approve the cost of the build-out of space and the cost to relocate the SBHC. This authorization shall be in effect for a term of (5) five years from the date of this Board Report. All such additional providers shall be required to enter into a Site License Agreement which shall be negotiated by the General Counsel and executed by the President and Secretary.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is recommended although not required for each Site License Agreement.

FINANCIAL: No direct cost to the Board. On a case-by-case basis, the Board may elect to build-out a SBHC or relocate a SBHC, which build-out or relocation cost will be provided for in the Capital Improvement Program.

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.

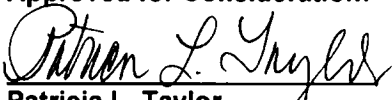
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 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:


Patricia L. Taylor
Chief Facilities Officer

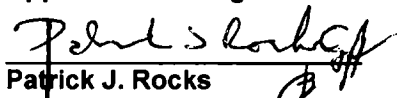
Approved:


Rob Huberman
Chief Executive Officer

Within Appropriation:


Pedro Martinez
Chief Financial Officer

Approved as to legal form:


Patrick J. Rocks
General Counsel