

AMEND BOARD REPORT 06-0524-ED16
APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO FOR SERVICES RELATING TO THE SCHOOL-BASED ORAL HEALTH PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement with The City of Chicago to provide school-based oral health services ("Services") to Chicago Public School students in designated grades through the Chicago Department of Public Health (CDPH). A written agreement is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This Amendment is necessary to authorize the General Counsel to approve a cross indemnification provision in the Agreement and to reduce the number of options to renew.

AGENCY: City of Chicago
Chicago Department of Public Health
333 S. State Street
Chicago, IL 60603

Contact: Health Commissioner
Phone: 312-747-9872

USER: Office of Specialized Services
125 S. Clark St. Suite 800
Chicago, IL 60603

Contact: Chief Specialized Services Officer
Phone: 773-553-1830

PROGRAM DESCRIPTION: CDPH and the Board will collaborate to offer Oral Health Services to CPS students in pre-kindergarten, kindergarten, 2nd, 3rd, 6th and 8th grades during the first year of the Agreement, and to all CPS students in pre-kindergarten through 8th grade in subsequent years of the Agreement, including renewal terms, if any. These Services will be provided to students only with the permission of their school principals and with their parent or guardian's consent. The Oral Health Program will consist of CDPH providing on-site dental services consisting of exams/screenings, prophylaxis (cleaning) and fluoride treatments; dental sealants as needed; dental education services; outreach to students and their families to encourage preventive oral health activities and participation in the Oral Health Program; and referrals to community dentists for follow-up dental services as needed.

Services will be provided at no charge to the Board or to CPS students or their families. However, CDPH may bill the Illinois Department of Public Aid (IDPA) for Services provided to CPS Students enrolled in the Medicaid/KidCare/All Kids program; CDPH and Provider Dentists may bill private insurance if a child has insurance, or they may utilize grant funds, if available, to procure payment for Services. Services provided by the Provider Dentists (as defined below) to CPS students who are not Medicaid/KidCare/All Kids enrollees will be the responsibility of the Provider Dentists, with no cost to the Board, the City, or CDPH.

TERM: The term of this agreement shall commence on a date to be jointly determined by the Board and the City and shall end three years thereafter. This agreement shall have 3 1 options to renew for a periods of 3 years each.

RESPONSIBILITIES OF CDPH: CDPH will recruit and subcontract with dentists who are licensed to practice in the State of Illinois. CDPH and its subcontracted dentists will provide onsite dental services to designated CPS students consisting of dental exams/screenings, prophylaxis (cleaning) and fluoride treatments; dental sealants as needed; dental education services; outreach to students and their families to encourage preventive oral health activities and participation in the Oral Health Program. They also will

provide referrals to community dentists for follow-up dental services as needed. CDPH will prepare oral health findings, dental referral letters and other program materials for distribution to students and their families; and they will supervise their subcontracting dentists, monitor their performance, and provide in-service training relating to the CDPH/CPS school-based Oral Health Program. CDPH also will design and implement a quality assurance and improvement program to monitor their compliance with established dental practice guidelines and applicable local, state and federal laws and regulations; and they will provide bi-monthly aggregate data on program utilization

RESPONSIBILITIES OF THE BOARD: The Board will promote the Program and CDPH Services to CPS principals and staff by advertising the Program, distributing Program Guidelines, instructional materials, and other information regarding the available dental services. The Board will give school principals specific information on how schools and their students can participate in the Program and will provide promotional materials and parental/guardian consent forms that can be sent to students' families. In addition the Board will provide consent form follow-up, provide reasonable translation assistance to CDPH as requested; schedule of onsite dental services in cooperation with CDPH or informing CDPH of scheduled visits; provide appropriate space for Dental Exams/Screenings; provide appropriate supervision of participating students during onsite Dental Exams/Screenings; and conduct background checks on all dentists and their staff.

CONTRIBUTION: No cost to the Board

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement, including a cross indemnification provision. Authorize the President and Secretary to execute the agreement. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: Exempt

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: 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.

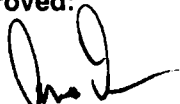
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Barbara Eason-Watkins, Ed.D.
Chief Education Officer *HAD*

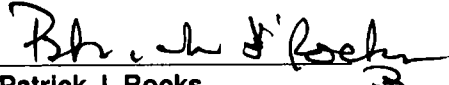
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form: *2/14*


Patrick J. Rocks
General Counsel