

**AMEND BOARD REPORT 08-0326-OP1****APPROVE ENTERING INTO A MASTER LICENSE AGREEMENT WITH HISPANIC HOUSING DEVELOPMENT CORPORATION AND APPROVE HISPANIC HOUSING DEVELOPMENT CORPORATION'S ENTRY INTO SUB-LICENSE AGREEMENTS WITH VARIOUS HEALTH CARE PROVIDERS FOR SCHOOL-BASED HEALTH CENTERS AT FIVE (5) CHICAGO PUBLIC SCHOOLS AND APPROVE ENTERING INTO MEMORANDUMS OF UNDERSTANDING WITH HISPANIC HOUSING DEVELOPMENT CORPORATION, VARIOUS HEALTH CARE PROVIDERS, VARIOUS COMMUNITY ORGANIZATIONS AND LOCAL INITIATIVES SUPPORT CORPORATION AND APPROVE THE VARIOUS SUBLICENSEES ENTERING INTO SUB-SUBLICENSE AGREEMENTS WITH VARIOUS MENTAL HEALTH AND HEALTH CARE RELATED ORGANIZATIONS.****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a Master License Agreement with Hispanic Housing Development Corporation ("HHDC") and approve HHDC's entry into Sublicense Agreements with the Providers\Sublicensees set forth below for premises in five (5) Chicago Public Schools set forth below for school-based health centers ("SBHC") which will offer comprehensive health care and related services to the students of Chicago Public Schools. Approve entering into Memorandums of Understanding (MOU'S) with each of the health care providers set forth below [the parties to which shall be the Board, each health care provider, the corresponding community organization, HHDC, and Local Initiatives Support Corporation ("LISC")] for the delivery of health care and mental health services in five (5) Chicago Public Schools. Approve allowing the Health Care Providers to enter into Sub-sublicense Agreements with various mental health and health care related organizations ("Sub-sublicensees"). All services rendered by the Master Licensee, Providers\Sublicensees, Sub-sublicensees and the parties to the MOU'S (other than the Board) shall be at no cost to the Board. Written MOU's, the Master License Agreement, and the form of the Sublicense Agreements with the Providers\Sublicensees; and the form of the Sub-sublicense Agreements will be negotiated with the relevant parties with HHDC. The authority granted herein shall automatically rescind in the event the Master License Agreement, the MOU's and each Sublicense Agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to the MOU's, Master License Agreement, and Sublicense Agreements is stated below.

This Amended Board Report is necessary to add approval for the Board to enter into the MOU's and for the Sublicensees to enter into Sub-sublicense Agreements.

**MASTER LICENSOR:** Board of Education of the City of Chicago

**MASTER LICENSEE:** Hispanic Housing Development Corporation

**SUBLICENSOR:** Hispanic Housing Development Corporation

**PROVIDERS\SUBLICENSEES AND SCHOOLS:**Providers\SublicenseesSchools

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

**PARTIES TO THE MOU'S:**

The following shall be parties to all five (5) MOU's

Board of Education of the City of Chicago  
Hispanic Housing Development Corporation  
Local Initiatives Support Center (LISC)

The following Health Providers shall each be a party to a separate MOU for the Schools set forth above:

Access Community Health Network  
Alivio Medica Center  
Near North Health Services Corporation  
PrimeCare Community Health Inc.

The following Community Organizations shall each be a party to a separate MOU for the Schools set forth above:

Southwest Organizing Project (Marquette)  
Greater Auburn Gresham Development Corporation (Perspectives)  
The Resurrection Project (Orozco)  
Quad Communities Development Corporation (Reavis)  
Logan Square Neighborhood Association (Ames)

**PREMISES:** The Premises within a School for the use by the Providers\Sublicensees for a SBHC shall be set forth in the Sublicense Agreement and will be selected based on a competitive community process. Funds have been or will be awarded by Atlantic Philanthropies (and will be available to the Providers/Sublicensees through various intermediaries) to develop and build a SBHC at each 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\Sublicenses 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. All services shall be offered to all students regardless of income, insurance or health status.

**TERM:** The term of the Master License Agreement shall commence on the date of execution and shall continue until the termination of all of the Sublicense Agreements. The term of each MOU, each Sublicense Agreement, and each Sub-sublicense Agreement shall commence on the date of execution and shall terminate on the first to occur of: (a) a period of no less than four (4) years and no more than seven and one-half (7 ½) years as determined by the Chief Officer of Specialized Services or (b) the Provider\Sublicensee no longer desires to or can continuously operate the SBHC at the School in accordance with the terms and conditions of the Sublicense Agreement.

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

**RESPONSIBILITIES OF PROVIDERS\SUBLICENSEES.** In the Sublicense Agreement, each Provider\Sublicensee shall: (i) provide the Master Licensee and 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) provide for the removal of all hazardous waste materials, (v) maintain adequate insurance for the operation of the SBHC and the rendering of medical services (vi) ensure compliance with Illinois Standards for School Based Linked Health Centers and (vii) submit annually data to the Master Licensee and the Board, as mandated by the Illinois Department of Human Services, as a condition of being a State Certified School Based Health Center.

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

**OUTCOMES.** The services of each Provider\Sublicensee/MOU Signatures 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'S, Master License Agreement and the Sublicense Agreements, and Sub-sublicense Agreements. Authorize the President and Secretary to execute the MOU's and the Master License Agreement. Authorize the Chief Officer of Specialized Services to approve the term of the Sublicense Agreement and the Premises within a School and to execute all ancillary documents required to administer or effectuate the MOU, Master License Agreement and each Sublicense Agreement, and each Sub-sublicense 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 provider operates as a Not-for-Profit Organization.

**LSC REVIEW:** Local School Council approval is not required for the MOU's, Master License Agreement or the Sublicense Agreements, or Sub-sublicense agreements.

**FINANCIAL:** No direct cost to the Board.

**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.

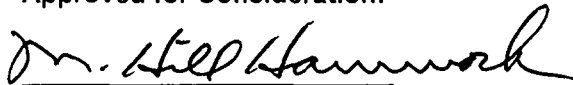
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board member during the one year period following expiration or other termination of their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

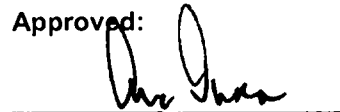
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



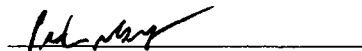
**M. Hill Hammock**  
**Chief Operating Officer**

**Approved:**



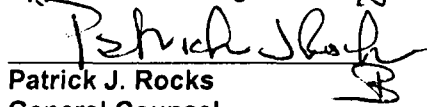
**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



**Pedro Martinez**  
**Chief Financial Officer**

**Approved as to legal form:**



**Patrick J. Rocks**  
**General Counsel**