

AMEND BOARD REPORT 09-0527-ED7
APPROVE EXERCISING THE FIRST OPTION TO RENEW THE 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 exercising the first option to renew the Intergovernmental Agreement (IGA) 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 exercising this option is currently being negotiated. The authority granted herein shall automatically rescind in the event a written option agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this option agreement is stated below.

This January 2012 amendment is necessary to amend the option agreement to include dental services to high school students, update the name of the Illinois Department of Public Aid (IDPA), and to extend the term of the option period by an additional three (3) years. A written amendment to the option agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 120 days of the date of this amended Board Report.

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 Special Education and Supports
125 S. Clark St. Suite 800
Chicago, IL 60603

Contact: Chief Specialized Services Officer
Phone: 773-553-1800

PROGRAM DESCRIPTION: Effective July 1, 2005, the Illinois State Board of Education amended the School Code requiring all children in kindergarten and the second and sixth grades of any public, private or parochial school to have a dental examination (105 ILCS 5/27-8.1). An Oral Health Program ("Program") was established in the Chicago Public Schools in 2006 because of the shortage of dental providers in the City of Chicago that accept Medicaid. CDPH and the Board will continue to collaborate to offer Oral Health Services to all CPS students in pre-kindergarten through 8th 12th grade. These Services will be provided in schools where the principals wish to participate, and will be provided to students only with their parent or guardian's signed consent. The Services will consist of CDPH providing exams, prophylaxis (cleaning) and fluoride treatments ("Dental Exam/Screenings"); dental sealants as needed; dental education services; and toothbrushes to all participating students; 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)~~ Illinois Department of Healthcare and Family Services for Services provided to CPS Students enrolled in the Medicaid/KidCare/All Kids program 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. CDPH and Provider Dentists may bill private insurance if a child has insurance.

ORIGINAL AGREEMENT: The original Agreement (authorized by Board Report 06-0524-ED16) is for a term commencing October 4, 2006 and ending October 3, 2009, with the Board having one (1) option to

renew for a period of three (3) years.

OPTION PERIOD: The term of this agreement is being extended for ~~three (3)~~ six (6) years commencing October 4, 2009 and ending October 3, ~~2015~~ 2012.

OPTION PERIODS REMAINING: There are no option periods remaining.

RESPONSIBILITIES OF CDPH: CDPH will recruit and subcontract with dentists who are licensed to practice in the State of Illinois ("Provider Dentists"). 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 and providing toothbrushes to all participating students. They also will provide referrals to community dentists for follow-up dental services as needed. CDPH will print and deliver to the Board the required parental/guardian consent forms and HIPAA authorization forms. 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 subcontracted dentists, monitor their performance, and provide in-service training relating to the CDPH/CPS school-based Oral Health Program. As requested by the Board, CDPH will provide Body Mass Index (BMI) screenings. CDPH also will 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 student-level data on program utilization to the CPS Program Manager ~~each month~~.

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 Oral Health 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 and HIPAA authorization forms via the School Registration Packets and/or Free and Reduced Lunch Packets that can be sent to students' families. In addition the Board will provide CDPH with a school contact person who will be available during regular school hours, consent form follow-up, and provide reasonable translation assistance to CDPH as requested. The Board will also schedule onsite dental services in cooperation with CDPH or inform CDPH of scheduled visits; provide appropriate space for Dental Exams/Screenings; and provide appropriate supervision and transportation for students going from their classrooms to their designated onsite Dental Exams/Screening location and back to their classrooms.

CONTRIBUTION: No cost to the Board.

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

AFFIRMATIVE ACTION: Pursuant to Section 5.2.4 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this intergovernmental agreement is exempt from MBE/WBE review.

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.

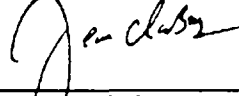
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



**Dr. Noemi Donoso
Chief Education Officer**

Approved:



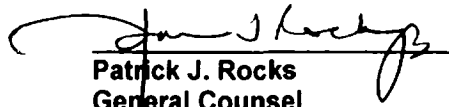
**Jean-Claude Brizard
Chief Executive Officer**

Within Appropriation:



**Dave G. Watkins
Chief Financial Officer**

Approved as to legal form



**Patrick J. Rocks
General Counsel**