

AMEND BOARD REPORT 09-0624-ED18
APPROVE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHICAGO FOR SERVICES RELATING TO THE EDUCATION AND SCREENING FOR THE SEXUALLY TRANSMITTED INFECTIONS PROJECT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an Intergovernmental Agreement (IGA) with The City of Chicago to have the Chicago Department of Public Health ("CDPH") provide school-based education, testing, treatment and referrals ("Services") relating to the Sexually Transmitted Infections ("STI") Project ("Project") to CPS high school students. 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 agreement is stated below.

This April 2012 amendment is necessary to (i) amend the term of each option period from twelve (12) months to a term of three (3) years each; (ii) update the name of the User, and (iii) amend the responsibilities of parties including recruitment and subcontracting of healthcare providers, provision of required patient consent forms and HIPAA authorization forms, electronic program reporting, and provision of space. A written amendment to the IGA 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: Chief Education Office
125 S. Clark St. Suite 800
Chicago, IL 60603

Contact: Chief Health Officer
Phone: 773-553- 1877

PROJECT DESCRIPTION: According to the Centers for Disease Control and Prevention ("CDC") there are 19 million sexually transmitted infections reported each year. Cook County, Illinois ranks first among all counties in the United States for reported cases of gonorrhea and second for reported cases of chlamydia, with the majority of the burden of disease occurring among teens and adolescents. The majority of the STI cases were reported among adolescents aged 13-24 years in Chicago. These infections can progress to serious reproductive and other health problems with both short-term and long-term consequences. The goal of this project is to reduce the transmission of sexually transmitted infections among Chicago adolescents. The Sexually Transmitted Infections Project was authorized on June 24, 2009 and an agreement was executed on June 7, 2010 between the Chicago Department of Public Health ("CDPH") and the Board.

CDPH and the Board will collaborate to offer prevention education, urine-based testing for gonorrhea and Chlamydia, treatment and referrals for high school students. The Board will inform students' parents and legal guardians about the Project by letter and through informational Local School Council ("LSC") meetings held prior to commencing Project activities within their child's school. The Services will consist of CDPH providing school-based education, testing for gonorrhea and Chlamydia, treatment and referrals.

Services provided by the City through CDPH under the agreement will be provided at no charge to the Board or to CPS students or their families.

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have three (3) options to renew for periods of ~~twelve (12) months~~ three (3) years each.

RESPONSIBILITIES OF PARTIES:

- A. CDPH Responsibilities shall include the following:
1. Collaborate with CPS to identify participating schools;
 2. Meet with school administration and upon request conduct parent and staff informational meetings prior to commencing Project activities at each participating school;
 3. Work with CPS to ensure that each school has a written plan that details the following: (a) Date of Project commencement; (a) date of Project commencement; (b) date scheduled for the LSC meeting where the LSC members and students' parents/guardians will be informed about the Project; (c) date that the parent letters will be sent home; (d) grade levels and number of students targeted; (e) designated CPS site leader; (f) site logistics including bathrooms and other space needs; (g) STI testing date(s) ; (h) date that CDPH will provide the STI testing and treatment, if any; and (j) the date and location where treatment will be dispensed;
 4. Recruit and subcontract with individuals who are certified to provide STI testing in the State of Illinois, and provide certificate numbers and other information for these individuals;
 5. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent;
 6. Supply all materials necessary to execute the Project including supplying a testing kit for each participating student. Each testing kit will be presented in a brown bag that will contain the following items: ~~student letter, a one page summary of the Project, instructions,~~ a specimen collection consent form, student contact form, a urine specimen cup, and educational information on STI and other public health services.
 7. Provide a 20-30 minute educational session to students prior to their participation in the Project;
 8. Staff a telephone line for a specified period of time that will be utilized to provide test results to students and referrals for treatment, if needed; and
 9. Supply all necessary treatment medication at no cost to the CPS, the student or parent.
 10. Recruit and subcontract with healthcare providers who are licensed to practice in the State of Illinois ("Healthcare Providers") and provide license number and other information for these individuals:
 - a. Ensure that all staff and subcontractors assigned to provide Project services in a CPS school are free from tuberculosis and agree to submit to fingerprint based background checks conducted by the Board's agent;
 - b. Submit proof (i.e. Certificate of Insurance) documenting that the Commercial General Liability Insurance requirement has been completed and that the Board of Education has been named as an additional insured; and
 11. Submit proof of the provider's Certificate of Professional Liability Insurance; Print and deliver to the Board the required patient consent forms and HIPAA authorization forms.
 12. Submit a monthly electronic program report in a format as mutually agreed upon between the Board and CDPH.
- B. Board Responsibilities shall include the following:
1. Promote the Project and CDPH services to CPS principals and staff by advertising the Project, distributing Project Guidelines, instructional materials, and other information regarding the available CDPH Project services;
 2. Give school principals specific information on how their school and students can participate in the Project;
 3. Provide Program promotional materials, student instructions, parent and LSC letters and consent forms; and

4. Provide appropriate space for Project activities within the participating schools, and appropriate supervision of participating students during onsite screenings as mutually agreed upon between the Board and CDPH.

CONTRIBUTION: No cost to the Board.

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


Within Appropriation:


Dave G. Watkins
Chief Financial Officer

Approved:


Jean-Claude Brizard
Chief Executive Officer

Approved as to legal form:


Patrick J. Rocks
General Counsel