

October 28, 2015

APPROVE ENTERING INTO SITE LICENSE AGREEMENT WITH PCC COMMUNITY WELLNESS CENTER FOR SCHOOL-BASED HEALTH CENTER AT STEINMETZ HIGH SCHOOL

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into Site License Agreement with PCC Community Wellness Center, an Illinois not-for-profit corporation (Provider) for use of space for School-Based Health Center (SBHC), which will offer health care and related services, at a minimum, to the students of Chicago Public Schools (CPS). All services rendered by Provider shall be at no cost to the Board. The written Site License Agreement is being negotiated with Provider. Information pertinent to the Site License Agreement is stated below.

PROVIDER: PCC Community Wellness Center
14 W. Lake Street
Oak Park, IL 60302
Contact: Robert Urso
Chief Executive Officer
Phone: 708.275.6651

USER: The Board of Education of the City of Chicago
42 W. Madison Street, Garden Level
Chicago, IL 60602
Office of Student Health and Wellness
Contact: Chief Health Officer
Phone: 773.553.3560

PREMISES: Provider shall occupy a portion of Charles P. Steinmetz Academic Centre High School, located at 3030 North Mobile Avenue in Chicago, Illinois. The Premises was approved by the CPS Office of Student Health and Wellness, Steinmetz Local School Council, and CPS Departments of Facilities and Strategy Management. Provider shall be responsible for all build-out of the Premises, at Provider's sole cost. The Board shall reserve the right to relocate Provider at the Board's expense if such relocation is necessary or desirable for the operation of the School.

USE: Provider shall use the Premises for the sole purpose of operating an SBHC, which provides a comprehensive and varied array of primary and preventative medical and behavioral health 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, sexual 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, Provider 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 the Site License Agreement shall commence on the date such License is fully executed and shall end seven (7) years thereafter. The initial term length of seven years would allow Vendor to apply for New Market Tax Credits (NMTC) as part of its financing. Accordingly, the Board's right to terminate may be limited to situations involving uncured defaults by Provider. CPS property shall not be used as security for any NMTC financing.

LICENSE FEE: No license fee shall be charged to Provider, so long as Provider continues to supply the minimum level of Services as specified by the Board.

RESPONSIBILITIES OF PROVIDERS: 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 Public Health in compliance with the Illinois standards for School-Based/Linked Health Centers (77 Il. Admin. Code, SubCh. IV.J, Part 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 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 President and Secretary to execute the Site License Agreement. Authorize the General Counsel to include insurance and all other relevant terms and conditions in the Site License Agreement, including any indemnities. Authorize the Chief Health Officer and Chief Administrative Officer to execute all ancillary documents required to administer or effectuate the Site License Agreement. Authorize the Chief Administrative Officer to approve the cost of the build-out of space and the cost to relocate the SBHC if necessary.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: The Local School Council has approved entering into a Site License Agreement at this location.

FINANCIAL: No direct cost to the Board unless the Board determines that is necessary or desirable to relocate Provider for the operation of the School, in which case such relocation costs will be the responsibility of 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.

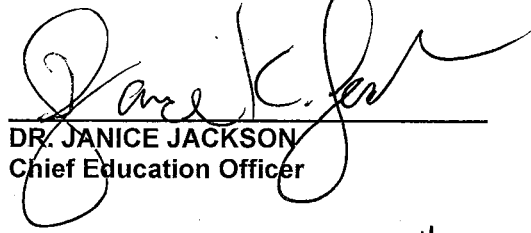
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 May 25, 2011 (11-0525-PO2), 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).

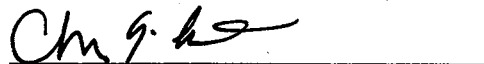
Approved for Consideration:


DR. JANICE JACKSON
Chief Education Officer

Approved:


FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form:


CHERYL J. COLSTON
Interim General Counsel