

April 27, 2016

APPROVE ENTERING INTO SITE LICENSE AGREEMENTS WITH VARIOUS HEALTH CARE PROVIDERS FOR SCHOOL-BASED HEALTH CENTERS AT CHICAGO PUBLIC SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into Site License Agreements with Various Health Care Providers ("Providers") for use of space for School-Based Health Centers ("SBHC"), which will offer health care and related services, at a minimum, to the students of Chicago Public Schools. All services rendered by Provider shall be at no cost to the Board. Written Site License Agreements will be negotiated with Provider for each SBHC. Information pertinent to the Site License Agreements is state below.

PROVIDERS: Various Health Care Providers may be added or removed throughout the term.

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: Various Chicago Public Schools. Sites will be determined by the Chief Administrative Office, including the Office of Student Health and Wellness and the Office of Facilities, Chief Education Office and school principal with the goal for such sites to support student health and wellness, reduce health disparities and improve health equity. 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: Provider shall use the Premise for the sole purpose of operating a SBHC, which provides a comprehensive and varied array of primary and preventative medical and mental health services to the students and community. Services include 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); dental services, diet and nutritional services; and vision related services.

Services will be provided at no charge to the Board. All students are eligible for services, regardless of ability to pay. When appropriate, the SBHC will bill private insurance and Medicaid for the services they provide. The SBHC will provide care to students whether or not they have insurance.

TERM: The term of each Site License Agreement shall commence on the date such License is fully executed and shall continue until the first to occur of the following: (a) there is an uncured default by the SBHC of the terms and conditions of the agreement; (b) the school ceases to operate; (c) upon ninety (90) days prior written notice from one party to the other that it desires to terminate the agreement; (d) five (5) years from the date of execution, or (e) as determined by the Board in the exercise of its sole discretion with thirty (30) days written notice. Licenses that expire by their own terms may be renewed for additional five (5) years, provided that this Board's authorization as set forth in this Report is still in effect.

LICENSE FEE: No license fee shall be charged to Providers.

RESPONSIBILITIES OF PROVIDERS: Each 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 Act (77 ILCS 2200) and any other applicable statutes or regulations; (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 each 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 General Counsel to include insurance and all other relevant terms and conditions in the Site License Agreements. Authorize the President and Secretary to execute the Site License Agreements. Authorize the Chief Health Officer and Chief Administrative Officer to execute all ancillary documents required to administer or effectuate the Site License Agreements. Authorize the Chief Administrative Officer to approve the cost of the build-out of space and the cost to relocate the SBHC if necessary. This authorization shall be in effect for a term of five (5) years from the date of this Board Report.

AFFIRMATIVE ACTION: Exempt.

LSC REVIEW: Local School Council approval is recommended although not required for each Site License Agreement.

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.

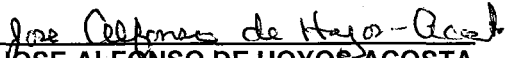
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

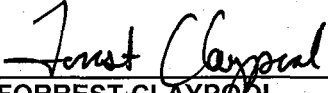
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



JOSE ALFONSO DE HOYOS-ACOSTA
Chief Administrative Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 



RONALD MARMOR
General Counsel