

March 21, 2018

**AUTHORIZE CONSTRUCTION AND SITE LICENSE AGREEMENT FOR A SCHOOL-BASED HEALTH CENTER AT THE DRAKE ELEMENTARY SCHOOL**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize construction and site license agreement with the Board of Trustees of the University of Illinois, a body politic and corporate of the State of Illinois ("Provider" or "UIC") for the operation and use of space at Drake Elementary School for a School-Based Health Center ("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. The City of Chicago is contributing \$500,000 towards the build-out of the space pursuant to an Intergovernmental Agreement for contribution with the Board; the balance of build-out cost will be covered by UIC. The authority granted herein shall automatically rescind in the event the agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the Site License Agreement is stated below.

**PROVIDER:** The Board of Trustees of the University of Illinois,  
a body politic and corporate of the State of Illinois

**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 Drake Elementary School, located at 2710 S. Dearborn Street, Chicago, Illinois 60616. The Board shall reserve the right to relocate this 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 Premises 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.

The Board will perform the build-out of the SBHC, contingent upon receipt of a contribution from the Provider and a grant from the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Department of Public Health (the "Department").

**TERM:** The initial term shall commence upon execution and shall continue through the date occurring five (5) years after the date of receipt of the Certificate of Occupancy for the built-out space, with three options to renew for 5 years each by agreement of the parties. The Intergovernmental Agreement with the City provides that the facility location must serve as a SBHC for ten (10) years after receipt of the Certificate of Occupancy (consisting of the initial term plus one 5-year renewal) unless otherwise permitted by the City or the Site License Agreement. The Board shall have the right to terminate the Site License Agreement in the event (a) there is an uncured default by the Provider of the terms and conditions of the agreement or (b) the school ceases to operate.

**LICENSE FEE:** No license fee shall be charged to Provider.

**RESPONSIBILITIES OF PROVIDER:** 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 of construction and/or over \$500,000; (iii) be solely responsible and liable for all services rendered at the SBHC; (iv) be responsible for its contribution of the cost of build-out of the space and cost overruns; (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; (ii) provide custodial and maintenance services for each Provider in accordance with Board standards, excluding the removal of medical and hazardous waste materials; and (iii) award and hold the construction contracts for the build-out. Costs associated with managing the project will be paid by the Board with UIC being responsible for the balance of the funds (above the City's grant funds) for the build-out and items referred to in Responsibilities of Provider.

**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 General Counsel to include insurance and all other relevant terms and conditions, including any indemnities to be provided to Provider, in the written Site License Agreement. Authorize the President and Secretary to execute the written Site License Agreement. 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:** Local School Council approval is recommended although not required for the Site License Agreement.

**FINANCIAL:** Build-out of facility is contingent upon receipt of a contribution from the Provider and a grant from the City of Chicago, acting by and through its Department of Public Health. Provider is responsible for any cost overruns over previously approved budget.

**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.

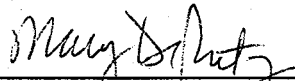
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

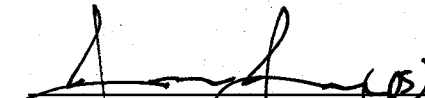
Ethics – The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

  
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**Mary DeRuntz**  
Deputy Chief of Capital Planning &  
Construction

**Approved:**

  
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**Janice K. Jackson, EdD**  
Chief Executive Officer

**Approved as to Legal Form:**

  
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**Joseph Moriarty**  
General Counsel