

SITE LICENSE AGREEMENT
[CLEMENTE HIGH SCHOOL]

This SITE LICENSE AGREEMENT ("Agreement") is made and entered into as of May 1, 2007 between the Board of Education of the City of Chicago (the "Board") and Youth Guidance ("Health Care Provider").

RECITALS

- A. The Board desires that improved healthcare be made available to the students of the Clemente High School located at 1147 North Western Avenue, Chicago, Illinois 60622-2931 (the "School") through an on-site health clinic ("Clinic") that will offer comprehensive health care and related services to the students of the School and others as provided herein at no cost to the students or the Board; provided that patients shall pay fees on a sliding scale in accordance with Health Care Provider's policies concerning fees and charitable care.
- B. Health Care Provider has represented that it has the expertise, knowledge, skill, experience and other resources necessary to provide such improved healthcare and to operate the Clinic at the School providing medical services, which shall include a comprehensive and varied array of primary and preventative medical and social services to the students, including some or all of the following: general health assessments; State mandated physical examinations for athletes; laboratory and diagnostic screenings; first-aid; health education and counseling; mental health; alcohol, tobacco, and abuse treatment and counseling; reproductive and sexuality counseling; Early Periodic Screening and Diagnostic Testing (EPSDT); and dental and nutrition services (hereinafter collectively referred to as the "Services"). All Services shall be offered regardless of income, insurance or health status. Health Care Provider shall only use the Premises in connection with rendering the Services (the "Use") and only during the time periods set forth below.
- C. The Board desires that Health Care Provider provide such Services and operate the Clinic at the School and Health Care Provider is desirous of making such improved healthcare available and operate such a Clinic as more particularly described herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises, covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated into and made a part of this Agreement as though set forth in full.
2. Grant of License. The Board hereby grants a license to the Health Care Provider, at no charge, for the continued use and occupancy of Room 219 and the following space

within the School for the Use: Room(s) 221 and 222 (Rooms 219, 221, and 222 are hereinafter referred to as "Premises").

3. Term ("Term") of Agreement. Health Care Provider shall have such use and occupancy of the Premises under this Agreement commencing as of May 1, 2007 (it being understood and agreed that Health Care Provider has had use and occupancy of the Premises under a previous Site License Agreement between the Health Care Provider and the Board dated December 5, 2003 – the "Prior Site License Agreement") and shall continue to have such use and occupancy until the first to occur of the following: (a) there is an uncured default by Health Provider of the terms and conditions of this Agreement; (b) the School ceases to operate; or (c) upon ninety (90) days prior written notice from one party to the other that its desires to terminate this Agreement. Upon execution of this Agreement, the Prior Site License Agreement shall be null and void and of no further force or effect.
4. Relocation. The Board reserves the right to relocate the Premises, with six (6) months prior written notice to the Health Care Provider, to a location within the School reasonably acceptable to the Health Care Provider if such relocation is necessary or desirable for the operation of the School; provided; however, that the Board shall pay all reasonable costs of relocating the Premises to such substitute location and improving such substitute space to a condition and function substantially equal to that currently occupied by the Health Care Provider.
5. Limitations.
 - (a) that Health Care Provider shall have the right to utilize the Premises for the Use at reasonable times determined by Health Care Provider and the School's Principal, as necessary, to provide the Services, including evenings, weekends, school holidays, and summer; and
 - (b) Health Care Provider acknowledges that the primary function of the Premises is in connection with the operation of the School and that Health Care Provider's License hereunder is and shall at all times remain throughout the Term subordinate to and ancillary to school operations and, in accordance therewith, Health Care Provider hereby agrees that Health Care Provider shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School.
6. Responsibilities of Health Care Provider: Health Care Provider shall:
 - a. Provide the Board with evidence of proper licensing to provide the Services;
 - b. Establish and be solely responsible for the overall operation of the Premises, and bear all operational costs associated therewith;
 - c. Be solely responsible and liable for all Services rendered at the Premises;
 - d. Provide a multidisciplinary team of physicians, nurse practitioners, Clinic social workers, and other health care professionals, as necessary, to provide

- the Services to the students in the School, and, if further agreed upon by the Health Care Provider and the School's Principal, may provide Services to students in feeder schools, siblings of current students, alumni of the School through their 21st birthday and other persons in the surrounding school community;
- e. Ensure the Clinic is certified and maintains certification with the Illinois Department of Human Services for School-Based/School Linked Health Centers—Illinois Administrative code Title 77, Chapter IV, Subchapter J;
 - f. Ensure that all personnel rendering Services at the Premises are duly licensed and certified to render such Services;
 - g. Cooperate with the School's Principal, the School's nurse, social workers, psychologists, counselors, case managers, coaches and other School staff to ensure that the Clinic is an integral part of the School, and that the Services rendered meet the health needs of the School;
 - h. Operate the Clinic for the appropriate number of days and hours as required pursuant to standards set by the Illinois Department of Human Services;
 - i. Provide all decorations, equipment and furnishings for the Premises including, but not limited to, telephones and computers and related infrastructure and services;
 - j. Provide for the removal of any and all medical waste and hazardous waste materials in accordance with all Federal, State and local health and safety laws including, but not limited to, 415 ILCS 5/56;
 - k. Secure a written parental consent form, if required by law, prior to rendering any Services to a student;
 - l. Comply with the Health Insurance Portability and Accountability Act of 1996, Title 45, Parts 160 and 164 of the code of Federal Regulations, if and where applicable;
 - m. Maintain medical records in accordance with applicable State and Federal laws;
 - n. Communicate with the School Principal, nurse and social worker, within the limits of laws regarding confidentiality of individually identifiable health information, regarding any medical (physical and/or mental health) issues which may have a direct effect upon the students or activities at the School;
 - o. Provide the Board, on an annual basis, with a copy of the written report submitted to the Illinois Department of Human Resources regarding the number of students served at the Premises and the services rendered;
 - p. Maintain adequate insurance (as set forth in Paragraph 17 hereof) for the operation of the Premises and the rendering of the Services;
 - q. Use its best efforts to work with the Board's Department of Education to Careers in utilizing the Clinic as a practicum site for students participating in the health occupations curriculum;
 - r. Work with the Board's Children and Family Benefits Unit to coordinate ALLKids application activities to ensure CPS students have appropriate medical insurance;

- s. Work with the Board's Office of Specialized Services to coordinate immunization/school physical requirements, and participate as a member of the crisis intervention team as appropriate;
- t. Ensure that the Clinic is accessible to both school personnel and Board employees as appropriate;
- s. Provide the Board, on an annual basis, with a copy of the written report submitted to the Illinois Department of Human Resources regarding the number of students served at the Clinic and the services rendered; and
- t. Under the provisions of the Illinois School Code, 105 ILCS 5/10-21.9, Health Care Provider shall conduct a fingerprint-based criminal background investigation and a Statewide Sex Offender Database check of all employees who may have direct, daily contact with the pupils in the School. Health Care Provider shall not assign anyone to the School convicted of the offenses listed in the Illinois School Code or those for whom a fingerprint-based criminal background investigation or Statewide Sex Offender Database check has not been initiated. Upon receipt of the record of conviction, Health Care Provider shall immediately remove any person so assigned. In addition, Health Care Provider shall require all persons assigned to the School to show evidence that they are free from communicable disease, including tuberculosis. Acceptable evidence is described in the Illinois School Code, 105 ILCS 5/24-5. From time to time, the Board may require Health Care Provider to demonstrate its compliance with the provisions of this Section. Also, Health Care Provider shall comply with the requirements of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

7. Responsibilities of the Board: The Board shall:

- a. Provide space at the School site to be used by the Health Care Provider for a Clinic, with no license fee being due from the Health Care Provider to the Board;
- b. Provide custodial and maintenance services for the Premises in accordance with Board standards, excluding, however, the removal of medical waste and hazardous waste materials;
- c. Provide all heating, ventilation, cooling, water and electricity to the Premises;
- d. Provide appropriate access to the Premises including evening, weekend, school holidays and summer as deemed appropriate by the School Principal; and
- e. Use good faith efforts for the School's Principal and staff to be knowledgeable and supportive of the Services and cooperate with the Health Care Provider in efforts to secure funding, conduct special events and otherwise support the Clinic's operations.

8. Costs and Expenses. Except for those matters that are the Responsibility of the Board as set forth in Paragraph 7 above, any and all other costs, expenses or fees arising out of or relating to the granting of this License or the Health Care Provider's use of the Clinic shall be borne by the Health Care Provider, including, without limitation, permit or approval fees, and insurance premiums. To the extent the Board is

obligated to pay any of the preceding costs, expenses or fees, the Health Care Provider shall reimburse the Board within five (5) days after receipt of written notice from the Board regarding the same.

9. Compliance with Laws. Health Care Provider shall, at all times during the Term of this Agreement, comply (and shall cause its employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement, the rendering of the Services; and Health Care Providers use of the Clinic.
10. Damage to Premises. Except for ordinary wear and tear, Health Care Provider shall repair any damage to the Premises caused by Health Care Provider, or by its respective employees or agents.
11. Alterations and Modifications. Health Care Provider shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement without the prior written approval of the Board. Any such alterations shall be at the Health Care Providers sole cost and expense, without right of reimbursement from the Board, unless the Board agrees, in writing, to such reimbursement.
- 11A 2008 Board Construction of Premises. Although this Agreement is dated as of October 1, 2003, the provisions of this Paragraph 11A shall apply to the new Construction at the Premises in Room 222 in the year 2008 by the Board ("2008 Construction").
 - A. The parties have agreed to the plans and specification for the 2008 Construction. No change shall be made to the approved plans and specifications without, in each instance, the prior written consent of the parties.
 - B. The Board received the sum of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) in grant money from the Illinois Children's Health Care Foundation on behalf of the Health Care Provider (the "Grant Money") for the 2008 Construction. The Grant Money will be used by Board toward the cost of the 2008 Construction (including, but not limited to, all labor, material, architectural fees, permit fees, and engineering fees). Upon completion of the 2008 Construction, the Board shall pay the Health Care Provider any portion of the Grant Money which has not been used for the 2008 Construction.
 - C. The Board shall file all necessary plans with the appropriate governmental authorities having jurisdiction over the 2008 Construction. The Board shall be responsible for obtaining all permits, authorizations and approvals necessary to perform and complete the 2008 Construction.
12. Waiver of Claims. To the fullest extent permitted by law, Health Care Provider hereby releases the Board, the School and the School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or

under any of the preceding, from and waives all claims for damages to person or property sustained by Health Care Provider, regardless of the cause thereof.

13. Condition of Premises/Build-Out: No agreements or representations have been made to the Health Care Provider regarding the condition of the Premises, its suitability for the stated use, or whether it is zoned properly for the Health Care Providers intended use. By executing this Agreement, Health Care Provider conclusively waives all claims relating to the condition of the Premises and accepts the Premises as being free from defects and in good, clean and sanitary order, condition and repair. The parties acknowledge that no significant build-out and/or renovations have been made to the Premises.
14. Return of Property. Upon the termination of this Agreement, Health Care Provider will immediately vacate and surrender the Premises in the condition required by this Agreement, ordinary wear and tear excepted.
15. Site Inspections: Every two (2) years, representatives from the Board's Department of Operations and Specialized Services, the School Principal, school engineer and a representative from the Health Care Provider shall perform a physical inspection of the Premises to assure that the Board is providing adequate and necessary custodial, maintenance and utility services. Specialized Services representative will assess the Health Care Provider's utilization of the Premises as well as school cooperation of Clinic activities.
16. Dispute Resolution: If there is a dispute between the Health Care Provider and the School Principal, such matter shall be referred to the Board's Chief Specialized Services Officer for the area in which the Premises are located, who shall resolve the issue. If such resolution is still not satisfactory to the Health Care Provider or the School Principal, the matter shall be referred to the Board's Area Instructional Officer for the area in which the Premises are located for final resolution, which resolution shall be determined within ten (10) school days of such referral and which decision shall be binding on the Health Care Provider and School Principal.
17. Insurance: Health Care Provider shall provide and maintain at all times, at Health Care Provider's own expense, the insurance coverages and requirements specified below. All such insurance shall be in form and substance satisfactory to the Board, and shall be issued by insurers authorized to do business in the State of Illinois and rated "A-VII" or better by A.M. Best & Company. Upon execution of this Agreement, certificates of insurance evidencing such coverages shall be provided to the Board, and such certificates shall state that the insurance coverage thereby provided may not be amended, canceled or not renewed without at least thirty (30) days prior written notice to the Board. The Commercial Liability Insurance policy required hereunder shall name as additional insureds, by specific endorsement, the Board, the School and School Council which is affiliated with the School, and any other parties which may be designated in writing by the Board.. Each such policy shall also contain, whether by endorsement or otherwise, a waiver of subrogation

clause in favor of the Board and any other additional insureds, the effect of which shall be to waive the insurers' rights of recovery against the Board or such other additional insureds.

- a. Workers Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a Service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
- b. Commercial Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All hospital premises and operations, products/completed operations, defense and contractual liability.
- c. When any Health Care Provider motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, Health Care provider shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined, single limit, for bodily injury and property damage.
- d. Medical Professional Liability Insurance for medical malpractice and negligent acts related to the rendering of professional, medical, or health care services with limits of not less than \$3,000,000 in the aggregate and \$1,000,000 per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the commencement of Services by Health Care Provider under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Health Care Provider's professional liability coverage under the Federal Tort Claims Act shall satisfy this requirement for Medical Professional Liability Insurance.
- e. To the extent permitted by law, Health Care Provider may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if Health Care Provider does self insure for the above insurance requirements, Health Care Provider shall bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program shall, at least, comply with the insurance requirements as stipulated above.

18. Indemnification.

- a. To the fullest extent permitted by law, Health Care Provider shall indemnify, defend and hold harmless the Board, the School and the School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other

parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the possession, occupancy or use of the Premises by Health Care Provider, or employees, agents, affiliates or other representatives, (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Health Care Provider, or its employees, agents, affiliates or other representatives, (iii) a violation of any laws, statutes, codes, ordinances or regulations by Health Care Provider, or its employees, agents, affiliates or other representatives, and/or (iv) any breach, default, violation or non-performance by Health Care Provider of any term, covenant, condition, duty or obligation provided in this Agreement.

- b. Health Care Provider expressly understands and agrees that the indemnity obligations set forth herein are separate from and not limited by Health Care Provider's obligation to obtain insurance pursuant to this Agreement.
 - c. Health Care Provider agrees that no Board member, employee, agent, officer or official shall be personally charged by Health Care Provider with any liability or expense or be held personally liable to Health Care Provider under this Agreement.
 - d. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
19. Disclaimer by the Board. The parties hereto acknowledge and agree that it is their intent that the Board incur no liability as a result of operation of the Clinic or any of the Services provided therein. It is further acknowledged and agreed that nothing in this Agreement shall be construed as imposing any responsibility on the Board other than as provided in Paragraph 7 herein or imposing any liability on the Board for the operation of the Clinic or any of the Services provided therein pursuant to this Agreement.
20. Default. If either fails to observe or perform any covenant, agreement, obligation, duty or provision of this Agreement, the non-defaulting party may, after thirty (30) days' prior written notice to the defaulting party (except in the case of emergencies in which event the default shall be cured immediately) and without prejudice to any other right or remedy the non-defaulting party may have at law and/or in equity, terminate this Agreement.
21. Assignment and Successors and Assigns. The interest of Health Care Provider under this Agreement is personal to Health Care Provider and may not be assigned or transferred to any other individual or entity without the Board's prior written consent. The Board will have the right at any time to transfer or assign its interest under this Agreement. This Agreement will be binding upon, and inure to the benefit of, the

successors and assigns of the Board. While this Agreement will likewise be binding upon the successors and permitted assigns of Health Care Provider, it will not inure to the benefit of Health Care Provider's unpermitted assigns.

22. Notices. All notices required hereunder will be in writing and will be deemed properly served if delivered in person or if sent by registered mail or certified mail, with postage prepaid and return receipt requested, to the addresses set forth below, or to such other addresses as either party may subsequently designate.

The Board: Board of Education of the City of Chicago
125 S. Clark Street
Chicago, IL 60603
Attention: Director of Coordinated School Health

with a copy to: Board of Education of the City of Chicago
125 S. Clark Street, Suite 700
Chicago, IL 60603
Attention: General Counsel

Health Care Provider: Youth Guidance
1147 North Western Avenue
Chicago, IL 60622-2931
Attention: Stacy Zaqchman-Dobreff, PA

All notices required hereunder will be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, the date which is two (2) days after the date such notice is deposited in the U.S. mail.

23. 105 ILCS 5/34 Provisions.

(a) This Agreement is not 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.

(b) Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the 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.

24. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.
26. Entire Agreement. This Agreement represents the entire agreement between the Board and Health Care Provider and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both the Board and Health Care Provider.
27. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.
28. Contingent Liability. Any expenditure by the Board beyond its current fiscal year is deemed to be a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).
29. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.
30. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**BOARD OF EDUCATION OF THE
CITY OF CHICAGO**

By: Rufus Williams
Rufus Williams, President

Attest: Estela H. Beltran 8/26/08
Estela G. Beltran, Secretary

Board Report No. 03-0924-OP01-016

Approved as to legal form:

Patrick J. Rocks
Patrick J. Rocks, General Counsel

YOUTH GUIDANCE

By: Virginia Smith

Its: Executive Director

Attest: Dulma F. Perez

Its: PRESIDENT TEAM OF DIRECTORS