

**SITE LICENSE**  
**BENITO JUAREZ COMMUNITY ACADEMY**

This SITE LICENSE ("License") is effective as of June 25, 2012 (the "Effective Date") between the Board of Education of the City of Chicago (the "Board") and Alivio Medical Center ("Health Care Provider").

**RECITALS**

A. The Board desires that a health care center be constructed to provide healthcare to the students of the Juarez Community Academy located at 1450-1510 West Cermak Road, Chicago, Illinois (the "School") in such room(s) as agreed upon by the parties. (the "Premises") The health clinic shall be constructed on-site at the School and will offer comprehensive health care and related services to the students of the School at no cost to the students or the Board ("Health Clinic"). Health Care Provider may also provide on-site health care and related services to other members of the surrounding community ("Community Members") the fees for which will be paid by any such Community Member. In no event shall the Board be required or requested to pay for any health care or related services provided by Health Care Provider to any Community Members; provided that nothing in this License shall prevent Health Care Provider from collecting fees under the Illinois ALLKids or similar program(s) or any other benefit or insurance program in which a patient is enrolled, and patients other than students of the School 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; behavioral health services; alcohol, tobacco, and abuse treatment and counseling; reproductive and sexuality counseling; Early Periodic Screening and Diagnostic Testing (EPSDT); and nutrition services (hereinafter collectively referred to as the "Services"); provided that patients shall pay fees on a sliding scale in accordance with Health Care Provider's policies concerning fees and charitable care.. All Services shall be offered regardless of income, insurance or health status. Health Care Provider shall only use the Premises (defined below) in connection with rendering the Services (the "Use") and only during the time periods set forth below.

C. The Board and Health Care Provider understand and agree that Health Care Provider is not providing a "free clinic" and that Health Care Provider will be compensated by and charge fees for services provided to its patients in accordance with its policies and applicable state and federal guidelines.

D. Health Care Provider desires to construct the Health Clinic in and to obtain access to the School and the Premises to perform the renovation to existing space ("Construction"). The Board desires that Health Care Provider construct the Health Clinic operate the Health Clinic on-site at the School and provide Services as more particularly described herein all in accordance with the terms and conditions set forth below, which terms and conditions are acceptable to Health Care Provider. The Health Clinic sponsor must contact Department of Human Services School Health ("DHS SHP") prior to opening to arrange for DHS SHP staff to conduct a walkthrough of the Health Clinic and review the Clinic's policy and procedures. Upon agreement by the parties, DHS SHP shall look at space and plans before Construction begins.

**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 License as though set forth in full.
2. **Grant of License.** Upon completion of the Construction, the Board hereby grants a license to the Health Care Provider, at no charge, for the Use and occupancy of the Premises.
3. **Term ("Term") of License.** After completion of the Construction and receipt by the Board of a certificate or occupancy ("Completion"), Health Care Provider shall have use and occupancy of the Premises for the Use, commencing upon such Completion and shall continue to have such use and occupancy until the first to occur of the following: (i) June 30, 2017; (ii) there is an uncured default by Health Care Provider of the terms and conditions of this License; (iii) the School ceases to operate; or (iv) upon ninety (90) days prior written notice from one party to the other that it desires to terminate this License.

4. **Limitations.**

A. Upon Completion, Health Care Provider shall have the right to utilize the Premises for the Use only on Mondays through Fridays between 9:00 a.m. to 5:00 p.m., and evenings, weekends, school holidays and summer as deemed appropriate by the Board and School Principal and agreed by Health Care Provider.

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.

C. Provision of the Services will be subject to applicable law and Health Care Provider's policies and procedures. Without limitation of the foregoing, Health Care Provider shall

have no obligation to provide Services to; (i) anyone who fails or refuses to register as a patient of Health Care Provider in accordance with Health Care Provider's policies and procedures; or (ii) any person under the age of 18 for whom parental or guardian consent is required under applicable law or Health Care Provider's policies and procedures, unless such consent is delivered in writing on a current basis and on file with Health Care Provider.

**5. Responsibilities of Health Care Provider.** Health Care Provider shall:

- A. during the school year complete 50 patient encounters within sixty (60) days from the date the Health Clinic opens to see patients;
- B. after the opening of the Health Clinic, DHS SHP will conduct a site visit and within thirty (30) days after such site visit, send a written report of findings to the Health Care Provider and the Board;
- C. if the written report of findings states the need for any corrective action, Healthcare Provider shall complete such corrective actions within 30 days from the receipt of the site visit report. If Health Care Provider fails to complete any such corrective action within the required time frame certification will be denied by DHS SHP; provided however, if any such corrective action cannot be reasonably completed within sixty (60) days after notice, and Health Care Provider has failed to commence and continue diligent efforts to complete, in the opinion of the Board, within that timeframe, the Board may, but is not required to declare Health Care Provider in default under this License.
- D. If certification is denied, Health Care Provider will have sixty (60) days from the date of denial to appeal the decision with DHS SHP;
- E. The Board will receive copies of all DHS SHP reports as Health Care Provider move through the process of obtaining certification. Such reports shall not include personally identifiable patient information;
- F. Once certified, Health Care Provider shall maintain certification and respond to any report of required corrective actions within thirty (30) days of receipt of such notice
- G. If at any time during the Term DHS SHP staff become aware of any major problem would pose a threat to patient safety (i.e. lack of evidence of required license(s); expired emergency medications; or gross negligence or misconduct in providing patient care), DHS SHP is required to notify the Health Care Provider, the Board and the Illinois Department of Professional Regulation;
- H. In the event the Board receives a recommendation from DHS SHP to close the Health Clinic, it shall have the option to declare Health Care Provider in default and terminate the agreement;

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- I. pay for the Construction and ensure that it is done in the manner set forth herein, and in a timely fashion;
- J. provide the Board with evidence of proper licensing to do the Construction and provide the Services;
- K. ensure the Health Clinic is certified and maintains certification with the Illinois Department of Human Services in compliance with Illinois Standards for School-Based/School Linked Health Centers— **77 ILLINOIS ADMINISTRATIVE CODE CH. IV, § 2200. SUBCHAPTER J. TITLE 77: PUBLIC HEALTH. CHAPTER IV;** and that all personnel rendering Services at the Health Clinic are duly licensed and certified to render such Services;
- L. construct and establish, and be solely responsible for, the overall operation of the Health Clinic, and bear all operational costs associated therewith;
- M. be solely responsible and liable for all Services rendered at the Health Clinic;
- N. provide a multidisciplinary team of physicians, nurse practitioners and other health care professionals, as necessary, to provide the Services to the students in the School and, if agreed upon by the Health Care Provider and the School's Principal, students in feeder schools, siblings of current students, alumni of the School through their 19th birthday and other Community Members;
- O. 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 Health Clinic is an integral part of the School, and that the Services rendered meet the health needs of the School;
- P. operate the Health Clinic for the appropriate number of days and hours as required pursuant to standards set by the Illinois Department of Human Services and provided herein;
- Q. provide all decorations, equipment and furnishings for the Health Clinic including, but not limited to, telephones, computers and related infrastructure and services; provided however, such infrastructure services will be provided in a manner to run and maintain any computers or other technology as are placed in and used in the Health Clinic upon the date of opening;
- R. 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;
- S. secure a written parental consent form, if required by law, prior to rendering any Services to a student;

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- T. 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;
- U. maintain medical records in accordance with applicable State and Federal laws;
- V. communicate with the School Principal, nurse and social worker as appropriate and at all times, within the limits of HIPAA and all other laws regarding confidentiality of individually identifiable health information, regarding any medical (physical and/or behavioral health) issues which may have a direct effect upon the students or activities at the School;
- W. 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 Health Clinic and the services rendered;
- X. maintain adequate insurance during Construction and after Completion for the Construction and operation of the Health Clinic and the rendering of the Services;
- Y. use its best efforts to work with the Board's Department of Education to Careers in utilizing the Health Clinic as a practicum site for students participating in the health occupations curriculum where appropriate;
- Z. work with the Board's Children and Family Benefits Unit to coordinate ALLKids application activities to ensure CPS students have appropriate medical insurance;
- AA. 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;
- BB. subject to all applicable laws which may restrict such access, including, without limitation, laws relating to controlled substances and medical records, ensure that the Health Clinic is accessible to School personnel and other Board employees for purposes of cleaning, maintenance, repair, inspection, and other reasonable building concerns;
- CC. Health Care Provider represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on any and all employees, agents and subcontractors ("Staff") who may have direct, regular contact with CPS students under this License in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:
  - fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
  - check of the Illinois Sex Offender Registry (IL-SOR), and

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- check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Health Care Provider understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

It is understood and agreed that Health Care Provider's non-compliance with this Section will constitute a material breach of this License, and in the event of any such material breach by the Health Care Provider, the Board will have the right to take any other action or remedy available under this License or by law.

6. **Responsibilities of the Board.** The Board shall:

- A. provide the Premises to Health Care Provider to construct and operate a Health Clinic, with no license fee being due from the Health Care Provider to the Board;
- B. maintain the structural integrity of the School in accordance with the Board's Capital Improvement Program.
- C. after Completion, provide custodial and maintenance services for the Health Clinic in accordance with Board standards, excluding, however, the removal of medical waste and hazardous waste materials;
- D. after Completion, provide all heating, ventilation, cooling, water and electricity to the Health Clinic except that, in the case of any necessary and planned shut-down of such services, the Board will give Health Care Provider reasonable prior notice and use reasonable efforts to limit such shut-downs to minimize disruption of the operations of the Health Clinic;
- E. after Completion of Construction and receipt of a certificate of occupancy; provide appropriate access to the Health Clinic including evening, weekend, school holidays and summer as deemed appropriate by the School Principal;
- F. 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 Health Clinic's operations; and

- G. permit Health Care Provider to place an exterior sign announcing the presence of the Health Clinic in a location and with such form and content as agreed upon by Health Care Provider and the Board.
7. **Costs and Expenses.** Except for those matters that are the responsibility of the Board as set forth in Section 6 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 Health Clinic, after Completion 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.
8. **Compliance with Laws.** Health Care Provider shall, at all times during the Term, comply (and shall cause its employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this License, the rendering of the Services and Health Care Providers Use of the Health Clinic.
9. **Grant of Right of Entry.** Subject to the terms and conditions set forth herein, the Board hereby grants to Health Care Provider and/or its authorized contractors, subcontractors, agents or employees, a right of entry to the School and the Premises for the purpose of Construction on the days and during the times agreed to by the Principal of the School. Health Care Provider agrees to carefully inspect the School and the Premises or cause its contractors, agents and employees to carefully inspect the School and the Premises prior to the commencement of the Construction to ensure that the Construction will in no way damage surrounding property, structures, utility lines or any subsurface lines or cables. The Construction must be performed in a good and workmanlike manner with due care and diligence, and in accordance with all applicable laws and ordinances. Health Care Provider agrees to limit its activities to those reasonably necessary to perform the Construction. The Board reserves the right to have its authorized representatives present at all times during the Construction. Health Care Provider shall not conduct any activity on the School which may in any manner be injurious to the health, safety and welfare of the public, diminishes the value of the School, or violates any environmental law.
10. **Time of Construction and Hours.** The Construction shall occur on such days and during such hours as are agreed to between the Health care Provider and the Principal of the School
11. **Cooperation.** The parties acknowledge that the cooperation between the parties is needed to complete Construction; accordingly, the parties agree to cooperate to coordinate Construction activities. Each party shall designate a representative to serve as a primary point of contact responsible for day-to-day decisions concerning the Construction. The parties agree to meet on a regular basis to address Construction issues; the times and places of such meetings shall be determined by the parties.

12. **Delivery of Premises.** Board shall deliver to Health Care Provider possession of the Premises on the Effective Date in an "AS-IS" and "WHERE-IS" condition, Board making no representations or warranties of any nature whatsoever as to the condition of the Premises. Health Care Provider's taking possession of the Premises shall be deemed to be Health Care Provider's acceptance of the Premises in the order and condition as then exists. No promise of Board to alter, remodel, decorate, clean or improve the Premises, or any portion thereof, and no representation respecting the condition of the Premises, or any portion thereof, have been made by Board to Health Care Provider.

13. **Health Care Provider Improvements.**

A. The Health Care Provider agrees to, and shall, apply to the appropriate governmental authorities for, and use its commercially best efforts to obtain, such licenses, permits and any other administrative approvals (herein collectively called the "Permits") as may be necessary to renovate and/or make improvements from time to time to the Premises ("Health Care Provider Improvements"). The Health Care Provider Improvements will serve as a Health Care Center.

B. Health Care Provider agrees to, and shall, apply for the Permits without unreasonable delay, and Board agrees to execute such documents and do such other things as reasonably required in connection with applying for the Permits; provided, however, Board shall not be responsible or obligated to pay any costs or fees in connection with applying for and obtaining the Permits, and shall incur no liability with respect thereto.

14. **Improvements and Alterations.**

A. Health Care Provider, at its sole cost and expense, shall commence the Construction of Health Care Provider Improvements within one (1) month after the Effective Date. In the event Health Care Provider has not commenced Construction on or before the expiration of the one (1) month period, this License shall terminate and become null and void, and neither party shall have any further rights or obligations under this License. Prior to commencing Construction, Health Care Provider shall obtain the written approval of the Board of all plans and specifications for any demolition, renovations or construction comprising the Health Care Provider Improvements.

B. The Board has entered into a Project Labor Agreement with various trades regarding Construction on property owned by the Board, a copy of which is attached hereto as Exhibit "B", together with a list of signatory unions. Health Care Provider acknowledges familiarity with the requirements of the Board's Project Labor Agreement ("PLA"); its applicability to the Construction of the Health Care Provider Improvements, and shall comply in all respects with the PLA.

C. Upon Completion, Health Care Provider shall deliver to Board a complete set of the "marked", and "as built", plans and specifications of the Health Care Provider Improvements with respect to structural, electrical, plumbing and mechanical elements, and a certificate in the form of Exhibit "C" attached hereto (or the then current AIA form certificate) of the architect who prepared said plans and specifications, stating that the



Health Care Provider Improvements have been completed in accordance with the final plans and specifications approved by the Board. The certificate of the architect shall also state that Health Care Provider Improvements comply in all respects with the then current building and zoning laws of the city of Chicago, Illinois.

15. **Construction Insurance.** Health Care Provider shall, or shall cause any contractor it hires to construct the Health Care Provider Improvements ("Contractor"), to procure and maintain (at Health Care Provider's sole cost and expense) insurance covering Construction of all Health Care Provider Improvements, whether performed by Contractor or subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Health Care Provider shall, or shall cause the Contractor to, submit to the Board satisfactory evidence of insurance coverage **prior** to commencement of Construction of the Health Care Provider Improvements. Minimum insurance requirements for Construction of the Health Care Provider Improvements are:

**A. Workers Compensation and Employers Liability.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Contractor's employees who perform work on the Health Care Provider Improvements, with limits of not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

**B. Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and Construction, products/completed Construction, (for minimum of two (2) years following completion of the Health Care Provider Improvements), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Construction of the Health Care Provider Improvements

**C. Automobile Liability (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Construction of the Health Care Provider Improvements, the Contractor must provide Automobile Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

**D. Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

**E. Contractors Pollution Liability.** When Construction of Health Care Provider's Improvements are performed which may cause pollution exposure, Contractors Pollution

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Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Construction of Health Care Provider's Improvements with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Construction of the Health Care Provider Improvements. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Board of Education of the City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

**F. Professional Liability/Errors & Omissions.** When any architects, engineers, construction managers or other professional Contractors perform Construction of the Health Care Provider Improvements, and services related thereto, in connection with this License, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than One Million and 00/100 Dollars (\$1,000,000). Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Construction of the Health Care Provider Improvements. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

**G. Insurance Certificates.** Before commencing any Construction of Health Care Provider Improvements, Health Care Provider shall cause the Contractor to have its insurance company, or its representative submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board reserves the right to withhold approval of plans and specifications under this License pending receipt of satisfactory proof of insurance meeting the requirements set forth herein. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Board of Education of the City of Chicago  
Operations and Facilities  
125 S. Clark Street, 17<sup>th</sup> Floor  
Chicago, Illinois 60603  
Chief Operating Officer

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Health Care Provider's obligation to have Contractor obtain the required insurance. The receipt of any certificate does not constitute License by the Board that the insurance requirements in this License have been fully met or that the insurance policies indicated on the certificate are in compliance with all License requirements. If Health Care Provider's Contractor fails to carry or document required insurance, it shall constitute a breach of this License by Health Care Provider. In the event Health Care Provider's Contractor fails to fulfill the insurance requirements of this License, the Board reserves the right to stop all work until proper evidence of insurance is provided, or this License may be terminated.

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Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Health Care Provider's Contractor. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by the Health Care Provider's Contractor and subcontractors under this License. All Health Care Provider Contractor and subcontractor insurance is considered by the parties to this License to be primary and collectible above all other coverage, including, but not limited to, the Board's insurance and self-insurance.

All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this License. The Contractor shall require any subcontractors under this License to maintain comparable insurance naming the Contractor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board, as Additional Insureds. The Contractor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by Health Care Provider's Contractor in no way limit Health Care Provider or the Contractor's liabilities and responsibilities specified within this License or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this License, or any limitation that might be placed on the indemnity in this License given as a matter of law.

The Health Care Provider shall, and shall ensure that Contractor, agree that insurers waive their rights of subrogation against the Board.

16. **Confidentiality.** In addition to the applicable provisions of HIPAA and the Illinois AIDS Confidentiality Act (410 ILCS 305) regarding confidentiality, each party to this Agreement agrees to protect from any and all disclosure, all information which identifies, or could lead to the discovery of the identity of, recipients of Health Care Services provided pursuant to this Agreement. If the Board or the CDPH receives a request for information which may identify an individual, the recipient of such request shall notify the other immediately, subject to the provisions of HIPAA. A request for information includes a subpoena, court order, Freedom of Information Act request from a researcher. If conflicts arise between the CDPH and the Board regarding whether information is or may be identifiable such conflict shall be resolved by the CDPH Privacy Officer in consultation with the Board's General Counsel. The CDPH and the Board agree that any consent of the other required hereunder shall not be unreasonable withheld.

A. Neither party shall issue public news releases or grant press interviews regarding Program Services, except as may be required by law during or after the performance of the Program Services, and neither party shall disseminate any information regarding Program Services without obtaining the other's prior written consent. Each party will give the other the name and contact information for the person(s) authorized to provide such consents. Notwithstanding the foregoing, it is understood and agreed that both parties may make statements to groups eligible for Program Services, advising them of the Program without first obtaining the other party's consent.

B. In the event CDPH or the Board is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data other documents, or deliverables which may be in the CDPH's or the Board's possession by reason of this Agreement and/or the Program Services provided, the CDPH or the Board shall immediately give notice to the other and its attorney with the understanding that such other party shall have the opportunity to contest such process by any means available to it before such records, data, other documents, or deliverables are submitted to a court or other documents are submitted to a court of other third party; provided, however, that the party receiving the request or subpoena shall not be obligated to withhold such delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

17. **Encumbrances.** Health Care Provider shall keep the School free from any and all liens and encumbrances arising out of any Construction performed or for material furnished or obligations incurred by or on behalf of Health Care Provider.
18. **Return of Premises.** Upon the termination of this License, Health Care Provider will immediately vacate and surrender the Premises in the condition required by this License ordinary wear and tear excepted.
19. **Waiver of Claims.** To the fullest extent permitted by law, Health Care Provider hereby releases the Board, the School and the Local 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; except to the extent such claims for damages result from the gross negligence, willful misconduct or criminal misconduct of the Board, the School, and their respective board members, offices, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding.
20. **Site Inspections:** At least once annually, or at the reasonable request of either party, representatives from the Board's Department of Operations and Office of Special Education and Support ("OSES"), 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; and shall, if the parties determine that the same is necessary, negotiate in good faith the required services and standards therefor. OSES representatives will assess the Health Care Provider's utilization of the Premises as well as school cooperation in Health Clinic activities.
21. **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 who shall resolve the issue. If such resolution is not satisfactory to the Health Care Provider or the School Principal, the matter shall be referred to the Board's Chief Area Officer for the area in which the School is 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.

22. **Operating Insurance:** Upon completion of Construction, Health Care Provider shall provide and maintain at all times, at Health Care Provider's own expense, the operating 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 completion and prior to occupancy of the Premises, 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 the Local 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.** Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Health Care Provider's employees who perform the Services, with limits of not less than Five-Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence.

B. **Commercial General Liability (Primary and Umbrella).** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products, defense, and contractual liability (with no limitation endorsement). The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

C. **Automobile Liability (Primary and Umbrella).** When any motor vehicles (owned, non-owned and hired) are used in connection with the Services, the Health Care Provider must provide Automobile Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The Board of Education of the City of Chicago is to be named as additional insured on a primary, non-contributory basis.

D. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance.

E. **Medical Professional Liability Insurance.** 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 Three Million

and 00/100 Dollars (\$3,000,000) in the aggregate and One Million and 00/100 Dollars (\$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 License. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. To the extent it provides all of the limits and obligations of the Health Care Provider as set forth above, Health Care Provider's medical malpractice liability coverage under the Federal Tort Claims Act shall satisfy this requirement for Medical Professional Liability Insurance.

F. **Self Insurance.** 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.

**23. Indemnification:**

- A. Health Care Provider agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Health Care Provider, its officers, agents, employees and subcontractors in the performance of Services under this License. This includes, but is not limited to, the unauthorized use of any trade secrets, patent infringement, or trademark or copyright violation.
- B. Health Care Provider shall, at its own cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, the Health Care Provider shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Health Care Provider of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.
- C. However, if Health Care Provider, after receiving notice of any such proceeding, fails to immediately begin the defense of such claim or action, the Board may (without further notice to Health Care Provider) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of Health Care Provider, subject to the right of Health Care Provider to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Health Care Provider and Health Care Provider shall be bound by, and shall pay the amount of, any settlement, compromise, final determination or judgment reached while the Board was

represented by counsel retained by the Board pursuant to this paragraph, or while Health Care Provider was conducting the defense.

D. To the extent permissible by law, Health Care Provider waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of Health Care Provider that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2<sup>nd</sup> 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this License.

24. **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 Health Clinic or any of the Services provided therein. It is further acknowledged and agreed that nothing in this License shall be construed as imposing any responsibility on the Board other than as provided in Section 6 herein or imposing any liability on the Board for construction, operation of the Health Clinic or any of the Services provided therein pursuant to this License.
25. **Default.** If Licensee fails to observe or perform any covenant, license, obligation, duty or provision of this License, the Board may, after thirty (30) days' prior written notice to (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 Board may have at law and/or in equity, terminate this License.
26. **Assignment and Successors and Assigns.** The interest of Health Care Provider under this License 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 License. This License will be binding upon, and inure to the benefit of, the successors and assigns of the Board. While this License 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.
27. **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.

This License Agreement will be posted on the CPS Internet website

The Board: Board of Education of the City of Chicago  
Office of Physical Health  
125 S. Clark Street  
Chicago, IL 60603  
Attention: Chief Officer of Physical 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: Alivio Medical Center  
966 West 21<sup>st</sup> Street  
Chicago, IL 60608  
Attention: Carmen Valesquez

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.

28. **105 ILCS 5/34 Provisions.**

A. This License 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 License hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board 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.

29. **Board of Education Indebtedness Policy.** Health Care Provider agrees to comply with the Board's Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as may be amended from time to time, is hereby incorporated into and made part of this License as if fully set forth herein.

30. **Ethics.** Health Care Provider agrees to comply with the Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time.

31. **Governing Law.** This License shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Health Care Provider irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this License. Health



This License Agreement will be posted on the CPS Internet website

Care provider agrees that service of process on Health Care Provider may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth in the Notice Provision of this License or to such other address or person as may be designated by Health Care Provider in writing, to the office actually maintained by Health Care Provider or by personal delivery on any officer, director or managing or general agent of Health Care Provider. If any action is brought by Health Care Provider against the Board concerning this License, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

This License shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

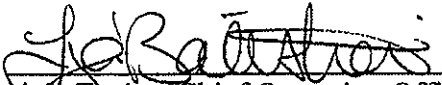
32. **Entire License.** This License represents the entire License between the Board and Health Care Provider and supersedes all prior negotiations, representations or Licenses, whether written or oral. This License may be amended or modified only by a written instrument executed by both the Board and Health Care Provider.
33. **No Third Party Beneficiary.** This License 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.
34. **Severability.** In case any provision in this License is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.
35. **Posting on CPS Internet Website.** The parties acknowledge that in accordance with 105 ILCS 5/34-220 this License and any amendment or renewal thereof, will be posted on the CPS Internet website for the duration of the License.

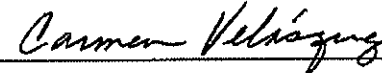
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IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their duly authorized representatives as of the date first above written.

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

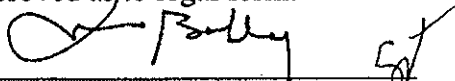
**ALIVIO MEDICAL CENTER**

By:   
~~Patricia Taylor, Chief Operating Officer~~  
LIZA BALISTRERI, DIRECTOR OF  
REAL ESTATE

By: 

Its: 

Approved as to legal form:

  
James L. Bebley, General Counsel

July 31, 2012