

AMEND BOARD REPORT 05-0323-PR13
APPROVE THE EXTENSION OF THE EXISTING AGREEMENT WITH
COGHLAN KUKANKOS COOK LAW OFFICES
TO PROVIDE SUBROGATION CLAIMS MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the existing agreement with Coghlan Kukankos Cook Law Offices (CKC) to provide Subrogation Claims Management Services for the Board's self-funded medical insurance plan. CKC will be paid on a contingency fee basis. A written extension agreement for these services is currently being negotiated. No payment shall be made to CKC prior to the execution of the written extension agreement. The authority granted herein shall automatically rescind in the event a written extension agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

SPECIFICATION NO: 00-250470

This amendment is necessary to increase the contingency fee to 33 1/3% to reflect a rate commensurate with the last renewal rate under which vendor was performing.

VENDOR: Coghlan Kukankos Cook
 Law Offices
 Chicago Illinois 60606
 One North Franklin
 John Kukankos
 (312) 357-9200
 Vendor No.# 24950

USER: Bureau of Benefits Management
 125 South Clark 14th Floor
 Chicago Illinois 60603
 Georgette Hampton, Director
 (773) 553-2818

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 01-0124-PR23) is for a term commencing March 26, 2001 and ending March 25, 2004. The agreement was renewed for a term commencing March 26, 2004 and ending March 25, 2005 (authorized by Board Report# 04-0324-PR28). The original agreement was awarded on a non-competitive basis because of vendor's previous success at achieving subrogation collections higher than other firms examined.

RENEWAL TERM: The term of this agreement is being extended for 9 months, commencing March 26, 2005 and ending December 31, 2005.

SCOPE OF SERVICES: CKC shall continue to provide subrogation services, reimbursement recovery and coordination of benefits for injury, illness, medical care or other losses to an employee participating in the Board's self funded insurance program, which will be subrogated to all present and future rights of recovery that representatives may have arising out of an injury. Subrogation rights are included as provisions in the Board's self insurance medical program, so that the Plan may recover, when appropriate, the amounts it has paid on behalf of participants for injuries that are related to an accident where other coverage or reimbursements is available and also so that the Plan may coordinate benefit payments with other insurers.

DELIVERABLES: CKC shall continue to provide monthly and annual reports indicating names, dates of services and medical providers for which reimbursement has been received. CKC shall also continue to maintain a database so trends can be established to determine vendors' claim payment patterns to determine if they are not acceptable to the Board of Education's standards.

OUTCOMES: CKC's services will result in an efficient cost-effective Subrogation Claims Management Program aligned with the Board's self-funded medical plan.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written extension agreement. Authorize the President and Secretary to execute the extension agreement. Authorize the Director of Benefits Management to execute all ancillary documents required to administer or effectuate this agreement.

COMPENSATION: CKC will be paid a contingency fee in the amount of ~~29.75%~~ 33 1/3 % of the gross recoveries it is responsible for obtaining during this renewal term.

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.

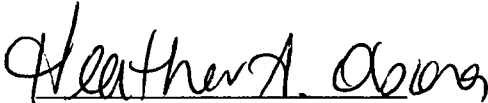
Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

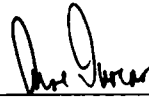
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

Approved:

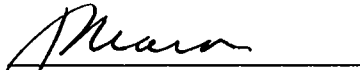


Heather A. Obora
Chief Purchasing Officer



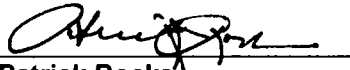
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form 



Patrick Rocks
General Counsel