

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH MERCY
HOSPITAL AND MEDICAL CENTER TO PROVIDE OCCUPATIONAL HEALTH SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with Mercy Hospital and Medical Center to provide Occupational Health Services to the Department of Human Resources at a cost for the option period not to exceed \$120,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Consultant during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

VENDOR:

1)
Mercyworks Occupational Medicine/Mercy
Hospital & Medical Center
2600 S. Michigan Ave.Ste 205
Chicago, Il 60616
Mark Jones
312-567-5552
Vendor # 18321

USER:

Office of Human Resources
125 S Clark St - 2nd Floor
Chicago, IL 60603
Veenu Verma
773-553-6723

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 06-0823-PR15) in the amount of \$120,000.00 is for a term commencing October 1, 2006 and ending September 30, 2007, with the Board having three options to renew for one year terms. The first option to renew (authorized by Board Report 07-0926-PR12) is for a term commencing October 1, 2007 and ending September 30, 2008. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1.

OPTION PERIOD:

The term of this agreement is being extended for one year commencing October 1, 2008 and ending September 30, 2009.

OPTION PERIODS REMAINING:

There is one option period for one year remaining.

SCOPE OF SERVICES:

Consultant will continue to provide the following services:

1. Drug and alcohol testing services for reasonable suspicion testing; random drug and alcohol testing for truck drivers, as defined by Federal Department of Transportation (DOT); and employee assistance assessment and referral for treatment of substance abuse as defined by the Federal DOT.
2. Fitness for Duty testing, inclusive of medical and psychological fitness for work as defined by the Americans with Disabilities Act.
3. Post exposure follow-ups as defined by Occupational Safety and Health Administration (OSHA)

Bloodborne Pathogens Standards and the Illinois Rehabilitation Act (Worker's Compensation).

4. Annual employee training and Hepatitis B immunization as defined by the OSHA Bloodborne Pathogens Standard.

5. Medical Personnel testing, as necessary.

6. Consultant will also continue to provide the following services for those employees subject to fitness-for-duty testing under Board Rule 4-13:

a) Psychological screening performed by board certified, licensed psychologist and or psychiatrists.

b) Licensed professional medical personnel to testify at CPS hearings and arbitrations.

c) Post injury and or exposure medical care and follow-up as defined by the OSHA and the OSHA Bloodborne Pathogens Standard.

d) Hepatitis B vaccinations and profiles as necessary.

DELIVERABLES:

Consultant will continue to provide results from drug and alcohol and Fitness for Duty testing, examinations and testify at all required hearings and arbitration proceedings; provide OSHA bloodborne pathogens training, immunization and post-exposure follow up and provide documentation of all services rendered with record retention and monthly invoicing with reporting of services provided.

OUTCOMES:

Drug, alcohol and work fitness evaluations will continue to be completed timely and professionally, with expert testimony provided as necessary. OSHA standards will continue to be met regarding training, immunization and post exposure work ups and documentation of bloodborne pathogens exposure.

COMPENSATION:

Consultant shall be paid during this option period as follows: subject to monthly invoicing in accordance with the rate schedule identified in the written agreement; with the compensation not to exceed \$120,000.00.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Human Resources Officer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

The M/WBE participation goals for this contract include: 35% MBE and 5% WBE. The vendor has agreed to maintain the same level of indirect participation as previously proposed. The following firms have been identified:

MBE = 35%

Professional Dynamic Network
20280 S. Governors Highway
Olympia Fields, IL 604461

New Link Access
1229 North North Branch
Chicago, IL 60622

Excel Answering Service
5742 S. Pulaski Rd.
Chicago, IL 60629

WBE = 5%

Lee Perfect Transcription Service
680 N. Lake Shore Dr.
Chicago, IL 60611

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Human Resources: \$120,000.00 Fiscal Year: 2009
Source of Funds: General

11070-115-54125-264502-00000-2009

\$120,000.00

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 June 23, 2004 (04-0623-PO4), 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:



HEATHER A. OBORA
Chief Purchasing Officer

Approved:



ARNE DUNCAN
Chief Executive Officer

Within Appropriation:



PEDRO MARTINEZ
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel