

**APPROVE ENTERING INTO AN AGREEMENT WITH PUBLIC SAFETY SOLUTIONS INC.
FOR EARLY DEFIBRILLATION PROGRAM MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Public Safety Solutions Inc. to provide consulting services to the Department of Human Resources, Bureau of Compensation and Benefits Management at a cost not to exceed \$728,000.00 over a period of three years. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 06-250035

Contract Administrator: Demetra Knowles, 553-3256

CONSULTANT: Public Safety Solutions Inc.
6645 N. Oliphant, Suite I
Chicago, IL 60631
Contact: Sherry Caffrey, President
(773) 631-8008
Vendor No: 11145

USER: Department of Human Resources
Bureau of Compensation and Benefits Management
125 S. Clark Street, 2nd Floor
Chicago, IL 60603
Contact: Dale Moyer, Director
(773) 553-2818

TERM: The term of this agreement shall commence on August 1, 2006 and shall end July 31, 2009. This agreement shall have (2) two options to renew for 12 months each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES: Consultant will provide the following services:

Program Implementation

Provide consultation services to ensure implementation of a standardized Automated External Defibrillator (AED) program with all CPS schools. Communicate with the Medical Director, AED site contacts, AED response team members (as necessary) and the Emergency Medical Services System (EMSS) regarding the early defibrillation program. Work with Compensation & Benefits Management and other CPS departments necessary to establish AED response protocols. Identify Early Response Team (ERT) members and site contacts for all CPS schools. Conduct site/needs assessments to determine the best location of AEDs. Assure program compliance with CPS AED response protocols, policies and procedures and training. Monitor employee certification and re-certification to ensure trained personnel in each AED school. Ensure compliance with the state and local regulations regarding AED use. Submit required reports to the State of Illinois Local Emergency Medical Services System (EMSS) detailing the location of AEDs and ERT members. Review program annually for success and expansion.

Training

Coordinate training activities with CPS AED/CPR staff trainers that meet all necessary requirements. Insure AED training is conducted by trainers with the qualifications necessary to instruct individuals to be effective AED trainers and users. Maintain system (database or other) of school site contacts and individual trainee records and provide various reports to CPS regarding number of trained personnel, inventory of AEDs, parts, etc. Monitor employee certification and re-certification by schools to insure there are appropriately trained personnel at each AED location at all times.

Records Keeping and Reporting

Maintain records and provide monthly reporting of program activities. Provide a tracking system to track location, serial number, AED accessories, expiration dates, warranties, and trained personnel. Monitor incident reporting.

Assembly & Installation

Coordinate assembly of all AED packages and components and inspect and program the AEDs for use. Place the unit(s) into service at each school. Coordinate with building principal/designee for the installation of cabinets to be installed by building engineer and review of maintenance requirements.

Inventory Management

Track the location, serial number and accessory expiration dates of every AED unit owned by CPS into a developed tracking system. Monitor battery and defibrillation pad shelf life and replace as recommended by manufacturer (every five (5) years for battery, every two (2) years for pads) or as needed based on expiration dates. Batteries and pads must be replaced before their expiration dates. Make equipment replenishment recommendation in writing to CPS on a schedule that coincides with budget preparation and to insure delivery of supplies in a timely manner. Maintain records and provide reports by AED serial number, location, and trained personnel. Manage the warranties of the AEDs, including notification requirements, warranty time lines and arrangements for return of defective products.

Inspections and Equipment Maintenance

Conduct biannual (twice yearly) on-site inspection all of AEDs. Communicate maintenance requirements to site contacts for monthly on-site inspection of AED units to confirm any missing accessories, tampering or uses or any instances are reported. Respond to schools within twenty-four (24) hours of notification regarding equipment failure or malfunction and replace equipment or parts as necessary. Submit reports to the State of Illinois Local Emergency Medical Services System (EMSS) detailing the location of all AEDs.

DELIVERABLES: Consultant will maintain a comprehensive training and quality management program in all areas of the program such as unit purchase, programmatic consultation/management, training, medical oversight, incident reporting, assembly and installation of AED units, inventory management, record keeping and reporting, inspections and equipment maintenance in CPS facilities.

OUTCOMES: Consultant's services will result in CPS meeting its target goal of implementing the CPS Early Defibrillation (AED) program in all CPS School sites over a three year period. CPS will build a "trained community " of First Aid/CPR/AED responders and instructor trainers. At the end of three years, CPS will be capable of maintaining a comprehensive AED program with only minimal involvement from Consultant. All CPS School sites will have appropriate AED coverage, trained personnel and a continuing certification program. Consultant will ensure that CPS is in compliance with rules set forth by the Illinois Department of Public Health and the Automated External Defibrillator ("AED") Code; 2Ill. Adm. Code1125.

COMPENSATION: Consultant will be paid monthly as invoiced, a fee in accordance with the rates set forth in the contract not to exceed the amount \$728,000.00 over a period of three years.

REIMBURSABLE EXPENSES: None.

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

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 26% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract is not further divisible.

The vendor has identified and scheduled the following firms and percentages:

Total WBE – 100%

Public Safety Solutions, Inc.
6645 N. Oliphant, Suite 1
Chicago, Illinois 60631

certified through 10/01/2006

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to the Department of Human Resources: \$728,000.00
Budget Classification Benefits Life Safety 0963-215-000-4070-5400 \$184,600.00 FY07
\$254,800.00 FY08
\$288,600.00 FY09

Note: We will continue to seek outside grant funding for this program, particularly for the purchase of the AED units.

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.

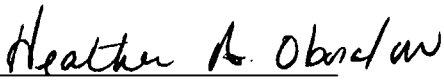
Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

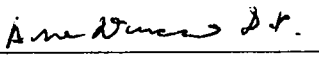
Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:

Approved:

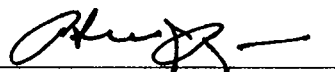

Heather A. Obora
Chief Purchasing Officer


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form: 


Patrick J. Rocks
General Counsel