

**AUTHORIZE NEW AGREEMENT WITH HEALTH CARE SERVICE CORPORATION D/B/A BLUE
CROSS BLUE SHIELD OF ILLINOIS FOR (PPO) MEDICAL PLAN SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Health Care Service Corporation DBA Blue Cross Blue Shield of Illinois ("Vendor") to provide Preferred Provider Organization (PPO) medical plan services to the Talent Office at a cost of approximately \$4,166,666.00 annually, total cost not to exceed \$12,500,000.00 for the three year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to 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 Number : 13-250041

Contract Administrator : Seanior, Miss Pamela Dorcas / 773-553-2280

VENDOR:

- 1) Vendor # 36410
HEALTH CARE SERVICE CORPORATION
D/B/A BLUE CROSS BLUE SHIELD OF
ILLINOIS
300 E. RANDOLPH
CHICAGO, IL 60601
Miles Dean
312 653-4581

USER INFORMATION :

Project
Manager: 11010 - Office of Human Capital

125 S Clark St - 2nd Floor

Chicago, IL 60603

Wolter, Mr. William R.

773-553-3807

TERM:

The term of the agreement shall commence on January 1, 2014 and shall end on December 31, 2016. The agreement shall have two (2) options to renew for periods of one (1) year each with the cost of each option not to exceed \$4,500,000.00.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide PPO medical plan administrative services to eligible CPS employees including, but not limited to, network access to medical providers and facilities, health plan claims administration, comprehensive customer service, and health plan enhancement services.

DELIVERABLES:

Vendor will provide the following deliverables to CPS and eligible employees and dependents covered by the health plan:

- Maintain a PPO network of health providers and facilities that offer contractual discounts for the benefit of plan members and the Board.
- Adjudicate health plan claims pursuant to the CPS plan of benefits.
- Provide comprehensive customer service to plan enrollees including a toll free customer service phone number available 24 hours, seven days a week, and a costumer website that offers member specific enrollment and plan usage information.
- Provide experience reports including, but not limited to, claims, usage, and cost reports on a monthly basis or as requested by the Board.
- Notify the Board regarding legislative changes that potentially impact medical plan design and implement changes as requested by the Board.
- Receive, maintain, and process the medical plan participant and dependent eligibility files in an accurate and timely manner, and in a format and time frames established by the Board.
- Develop employee communication brochures, pamphlets and materials.
- Undertake all other necessary tasks to properly administer the services, including but not limited to, recording eligibility based upon the provided eligibility information, sending I.D. cards, communications and brochures to employees, reviewing claims appeals, and directing employees to the appropriate use of medical plan benefits and services.
- Attend open enrollment or special enrollment meetings as required.
- Provide continuation coverage to employees who are on inactive status due to medical leave of absence, suspension, Workers' Compensation, pension disability or a temporary lay-off in accordance with the Board's continuation of coverage programs.
- Analyze and recommend various medical plan initiatives with the goal of enhancing benefits and reducing medical plan costs, present such initiatives to stakeholders at the request of the Board, and implement initiatives at the direction of the Board.

OUTCOMES:

Vendor's services will result in comprehensive and cost effective healthcare coverage for eligible CPS employees through contracted discounts with preferred providers and healthcare facilities.

COMPENSATION:

Vendor shall be paid as follows: at an agreed upon per employee per month administrative fee as stated in the written agreement; approximately \$4,166,666.00 annually, total not to exceed the sum of \$12,500,000.00 for the three year term.

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 Chief Talent Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 25% total MBE and 5% total WBE participation. However, the Waiver Review Committee recommends that a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted; as the scope of services is not further divisible. The vendor has identified the following:

Total MBE: 13%

A & R Janitorial Services
5234 W. 25th Street
Cicero, IL 60804
Contact: Deborah Pintor

Innovative Systems Group
799 Roosevelt Rd., Bldg 4-Suite 109
Glen Ellyn, IL 60137
Contact: Joe Salas

Total WBE: 5%

Transtech, LLC
248 Spring Lake
Itasca, IL 60143
Contact: Mary Davenport

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Talent Office:

FY2014 - \$2,083,333.00

FY2015 - \$4,166,666.00

FY2016 - \$4,166,666.00

FY2017 - \$2,083,335.00

Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

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 May 25, 2011 (11-0525-PO2), 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:



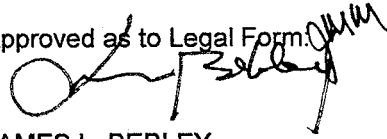
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel