

**APPROVE EXERCISING THE 2<sup>ND</sup> OPTION TO RENEW THE AGREEMENT  
WITH MERCY WORKS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the 2<sup>nd</sup> option to renew the agreement with Mercy Works to provide drug and alcohol testing services to the Department of Human Resources Bureau of Employee Health Services at a cost for the option period not to exceed \$18,000.00. 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 option document. The authority granted herein shall automatically rescind in the event a written option document is not executed within 60 days of the date of this Board Report. Information pertinent to this option is stated below.

Specifications No.: 99-250325

**CONSULTANT:**

Mercy Hospital & Medical Center  
Stevenson Expressway at King Drive  
Chicago, IL 60616  
Jacqueline Bishop  
(312) 567-7919  
Vendor #: 18321

**USER:**

Department of Human Resources  
Bureau of Employee Health Services  
125 S. Clark St., 2<sup>nd</sup> Floor  
Wendy Haas  
(773) 553-1180

**ORIGINAL AGREEMENT:** The original Professional Services Agreement (authorized by Board Report 99-1215-PR40) was for the term commencing July 1, 1999 and ending June 30, 2000, with the Board having three options to renew the agreement for one-year periods. The first option was exercised for one year (authorized by BR 00-0927-PR44), for a term commencing July 1, 2000 and ending June 30, 2001, in the amount of \$18,000.00.

**OPTION PERIOD:** The agreement is being renewed for 1 year commencing July 1, 2001 and ending June 30, 2002.

**OPTION PERIODS REMAINING:** There is 1 one-year option to renew remaining.

**SCOPE OF SERVICES:** Consultant shall continue to provide drug and alcohol testing services for Reasonable Suspicion testing, provide Fitness for Duty testing, and post-exposure follow ups as defined by (IDOL) Bloodborne Pathogens Standard.

**DELIVERABLES:** Consultant shall continue to provide results from drug and alcohol and Fitness for Duty testing/examination, and post-exposure follow up and testify at hearings and arbitration proceedings.

**COMPENSATION:** Consultant shall be paid during this option period as follows: upon invoicing with total compensation not to exceed the sum of \$18,000.00.

**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.

**AFFIRMATIVE ACTION:** Vendor agrees to comply with and be bound by the provisions of the Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation. (M/WBE Plan).

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

**FINANCIAL:** Charge to Department of Human Resources: \$ 18,000.00 Fiscal Year: 2001  
Budget Classification: 0710-215-000-3420-5410 \$ 18,000.00  
Source of Funds: Local Funds

**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 member 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).

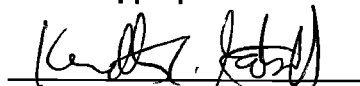
**Approved for Consideration:**

  
 Natalye Paquin  
 Chief Purchasing Officer

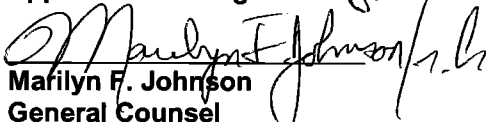
**Approved:**

  
 Paul G. Vallas  
 Chief Executive Officer

**Within Appropriation:**

  
 Kenneth C. Gotsch  
 Chief Fiscal Officer

**Approved as to legal form:**

  
 Marilyn F. Johnson  
 General Counsel