

**RATIFY AN AGREEMENT WITH MERCY HOSPITAL AND MEDICAL CENTER TO PROVIDE
OCCUPATIONAL HEALTH SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with Mercy Hospital and Medical Center to provide occupational health services to the Department of Human Resources Bureau of Employee Relations at a cost not to exceed \$104,457.00. These Services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because former consultant failed to provide M/WBE certification. A written agreement for Consultant's services is currently being negotiated. 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.

CONSULTANT: Mercy Hospital and Medical Center
Stevenson Expressway at King Drive
Chicago, IL 60616
Contact: Mark Jones
(312) 567-6095
Vendor #:18321

USER: Department of Human Resources
Bureau of Employee Relations
125 S. Clark Street
Chicago, IL 60603
Contact: Cheryl Colston
(773) 553-1714

TERM: The term of this agreement shall commence on September 21, 2005 and end September 30, 2006.

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:

- Drug and alcohol testing services for reasonable suspicion testing
- Random drug and alcohol testing for truck drivers, as defined by the Department of Transportation (DOT)
- Employee assistance assessment and referral
- Fitness for duty testing, inclusive of medical and psychological fitness for work as defined by the American's with Disabilities Act
- Post-exposure follow ups as defined by OSHA Blood borne Pathogens Standard, and the Illinois Rehabilitation Act (Worker's Compensation)
- Annual employee training and Hepatitis B immunizations as defined by the OSHA Blood Borne Pathogens Standard
- Provide on-site testing, screening and reviewing services as required by CPS Employee Health Services for reasonable suspicion testing and provide a ten (10) panel drug screen and alcohol test for those employees subject to drug and alcohol testing under Board Rule 4-50 at the same prices and by the same methods described below for DOT drug and alcohol screening
- Post exposure medical care and follow-up as defined by the OSHA and the OSHA Blood Borne Pathogens Standard
- Hepatitis B vaccinations and profiles as required

Consultant will also provide the following services for those employees subject to fitness-for-duty testing under Board Rule 4-12 and 4-13 as follows:

- Psychological screening performed by board certified, licensed psychologists and or psychiatrists
- Physical examinations by licensed physicians
- Licensed professional medical personnel to testify at CPS hearings and arbitrations

DELIVERABLES: Consultant will provide results from drug and alcohol and Fitness for Duty testing/examinations and testify at all required hearings and arbitration proceedings; provide OSHA blood borne 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 be completed timely and professionally, with expert testimony provided as necessary. OSHA standards will be met regarding training, immunization and post exposure work ups and documentation of blood borne pathogen exposures.

COMPENSATION: Consultant shall be paid as follows: subject to monthly invoicing in accordance with the rate schedule identified in the written agreement; with total compensation not to exceed \$104,457.00.

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 option agreement.

AFFIRMATIVE ACTION: Pursuant to Section 3.7 for the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because the consultant is a non-for-profit organization.

The vendor has, however, identified and scheduled the following firms and percentages.

Total MBE 5.7%

New Link Access Corporation
1229 N. North Branch Street
Chicago, IL 60622
Contact: Paul H. Henry
(312) 440-9334

WBE 5%

Lee Perfect Transcription
680 N. Lake Shore Drive
Chicago, IL 60611
Contact: Carl J. Carlson
(312) 644-1877

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

FINANCIAL: Charge to the Department of Human Resources: \$104,457.00 Fiscal Year: 2006
Budget Classification: 0710-210-000-3420-5410 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.

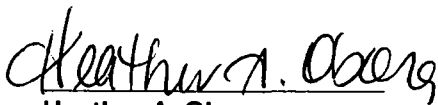
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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.

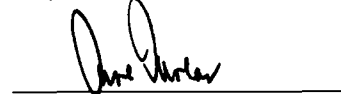
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



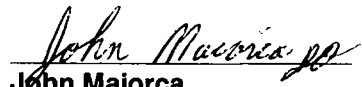
**Heather A. Obora
Chief Purchasing Officer**

Approved:



**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Maiorca
Chief Financial Officer**

Approved as to legal form: 



**Patrick Rocks
General Counsel**