

APPROVE ENTERING INTO AN AGREEMENT WITH MERCY HOSPITAL AND MEDICAL CENTER TO PROVIDE OCCUPATIONAL HEALTH SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into 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 \$120,000.00. 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.: 06-250033

Contract Administrator: Nanzi Flores, 553-2273

CONSULTANT: Mercy Hospital and Medical Center
2525 S. Michigan Avenue, Suite 205
Chicago, IL 60616
Contact: Mark Jones
(312) 567-5552
Vendor No.: 18321

USER: Department of Human Resources
Bureau of Employee Relations
125 S. Clark Street, 13 Floor
Chicago, IL 60603
Contact: Cheryl Colston
(773) 553-1714

TERM: The term of this agreement shall commence on and October 1, 2006 and shall end September 30, 2007. This agreement shall have three (3) options to renew for periods of twelve (12) months each with the cost for each option period not to exceed \$120,000.00.

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 Federal (DOT) Department of Transportation; and employee assistance assessment and referral for treatment of substance abuse as defined by the Federal DOT.
- Fitness for duty testing, inclusive of medical and psychological fitness for work as defined by the Americans with Disabilities Act.
- Post exposure follow ups as defined by Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard and the Illinois Rehabilitation Act (Worker's Compensation).
- Annual employee training and Hepatitis B immunizations as defined by the OSHA Bloodborne Pathogens Standard.
- Medical Personnel testing, as necessary.

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

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

- Licensed professional medical personnel to testify at CPS hearings and arbitrations.
- Post injury and or exposure medical care and follow-up as defined by the OSHA and the OSHA Bloodborne Pathogens Standard.
- Hepatitis B vaccinations and profiles as necessary.

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 the compensation not to exceed \$120,000.00.

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 agreement.

AFFIRMATIVE ACTION: Pursuant to section 3.7 of 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. However the vendor identified the following M/WBE firms to be utilized.

Total MBE 35%

African American

Professional Dynamic Network 11%
20280 Governor Highway
Olympia Fields, IL 60461

New Link Access 14%
1229 North, North Branch
Chicago, IL 60622

Hispanic

Excel Answering Services 10%
5742 S. Pulaski
Chicago, IL 60629

WBE

Lee Perfect Transcription 5%
680 N. Lake Shore Drive
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: 2007
Budget Classification: 0710-210-000-3420-5410 Source of Funds: General 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:



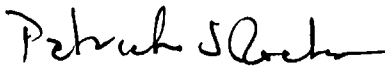
**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Malorca
Chief Financial Officer**

Approved as to legal form:



**Patrick J. Rocks
General Counsel**