

**APPROVE AMENDMENT TO CONTRACT WITH MERCYWORKS OCCUPATIONAL MEDICINE /  
MERCY HOSPITAL & MEDICAL CENTER  
TO PROVIDE OCCUPATIONAL SERVICES**

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

Approve amendment of the current Agreement with MercyWorks Occupational Medicine / Mercy Hospital & Medical Center (authorized pursuant to 10-0804-CPOR-1298) to provide occupational health services to the Office of Human Capital. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 and approved by CPOR Number 10-0804-CPOR-1298.

This amendment to 10-0804-CPOR-1298 is necessary to authorize an increase of the spending authority from \$30,000.00 by an additional \$138,000.00, for a total expenditure not to exceed \$168,000.00. The additional funds will allow the expansion of the services to include CPS paying for Pre-Employment Drug Testing for student employee candidates. A written amendment to the Agreement is currently being negotiated. No payments above the initial amount authorized by 10-0804-CPOR-1298 shall be made prior to the execution of the amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CPOR Number: 10-0804-CPOR-1298

**VENDOR:**

1) Vendor # 18321  
MERCYWORKS OCCUPATIONAL MEDICINE / MERCY HOSPITAL & MEDICAL CENTER  
2600 S. MICHIGAN AVE. STE 205  
CHICAGO, IL 60616  
Mark Jones  
312-567-5552

**USER INFORMATION:**

Office of Human Capital  
125 S Clark St – 2<sup>nd</sup> Floor  
Chicago, IL 60603

Contact  
Alicia Winckler 773-553-3671

**ORIGINAL AGREEMENT:**

The Original Agreement (authorized by CPOR Number 10-0804-CPOR-1298) for a maximum total compensation amount of \$30,000.00 is for a term commencing October 1, 2010, and ending September 30, 2011, with the Board having three (3) options to renew for consecutive periods of one (1) year each.

**EARLY TERMINATION RIGHT**

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

**SCOPE OF SERVICES**

Mercy Hospital and Medical Center will provide the following services:

1. Drug and Alcohol Testing: Vendor shall provide drug and alcohol testing services including but not limited to testing for pre-employment testing, reasonable suspicion testing, random testing, and employee-assistance assessment for truck drivers as required by the United States Department of Transportation ("DOT").
2. Fitness for Duty Testing: Vendor will perform physical medical fitness for duty examinations by means of a licensed physician; and psychological screenings by means of a Board certified psychologist or licensed psychiatrist.

3. Blood Borne Pathogen Services: Vendor will provide post exposure medical care and follow-up care for employees exposed to blood borne pathogens and potentially infectious materials and will perform training services in order to inform CPS and Board Employees of the epidemiology, symptoms and transmission modes of bloodborne diseases.
4. Vaccinations and Miscellaneous: Vendor will provide the vaccination services of three (3) injections each of Hepatitis B vaccine to all Employees who are designated to Vendor by Director and who consent in writing to such vaccinations.
5. Testimony at Hearings and Arbitrations: Vendor will provide and warranty that any and all medical personnel, who conducted drug and alcohol testing, treatment and/or fitness for duty examinations on Board, CPS candidates for employment and CPS employees will appear to testify at hearings and arbitrations regarding their foregoing services as requested by Board and/or Director; vendor will provide Medical Review Officers to testify at hearings and arbitrations as requested by Board and/or CPS; Provider must have one expert each in (a) Forensic Toxicology, (b) procedural aspects of urine toxicology, and (c) a MercyWorks Technician/Collector available on a full time basis to testify at administrative hearings.
6. Pre-Employment Testing: Vendor will provide pre-employment drug testing and pre-employment tuberculosis testing for each CPS candidate for hire.

**DELIVERABLES**

Vendor will provide results from drug alcohol and Fitness for Duty testing/examination and testify at all required hearings and arbitration proceedings; vendor will provide OSHA blood borne pathogens training, immunization and post-exposure follow-up; vendor will 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, immunizations and post exposure work ups and documentation of blood borne pathogens exposures.

**COMPENSATION**

Vendor shall be paid as follows: subject to monthly invoicing in accordance with the rate schedule identified in the written agreement as amended. The original total compensation amount of \$30,000 will be increased to \$168,000 as authorized herein.

**REIMBURSABLE EXPENSES**

None.

**AUTHORIZATION**

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

**AFFIRMATIVE ACTION**

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, MBE/WBE provisions of the Program do not apply to transactions where the vendor providing services operates as a Not-for-Profit organization.

**LSC REVIEW**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to the Office of Human Capital: \$168,000.00  
Fiscal Years: 2011-2012  
Budget Classification: 11070-115-54125-264502-000000  
Source of Funds: General

**CFDA#:** Not Applicable

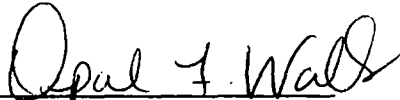
**GENERAL CONDITIONS**

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.

May 25, 2011

**Approved for Consideration:**

  
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**Opal U. Walls**  
Chief Purchasing Officer

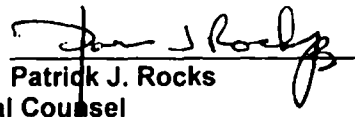
**Approved:**

  
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**Terry Mazany**  
Chief Executive Officer

**Within Appropriation:**

  
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**Diana S. Ferguson**  
Chief Financial Officer

**Approved as to legal form:** 

  
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**Patrick J. Rocks**  
General Counsel