

**AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH COGHLAN LAW LLC F/K/A  
COGHLAN KUKANKOS LLC TO PROVIDE SUBROGATION AND OTHER SERVICES**

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

Authorize the first renewal agreement with Coghlan Law LLC f/k/a Coghlan Kukankos LLC to provide Subrogation Claims Management and other services for the Board's self-funded medical insurance plan. Vendor will be paid on a contingency basis, plus reimbursable expenses. A written document exercising this option is currently being negotiated. No payment shall be made to Coghlan Law LLC during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number: 11-250012

**VENDOR:**

- 1) Vendor # 24950  
COGHLAN LAW LLC  
161 NORTH CLARK STREET., SUITE 1325  
CHICAGO, IL 60601  
Barbara J. Coghlan  
312 357-9200

**USER INFORMATION :**

Project  
Manager: 11010 - Talent Office  
  
125 S Clark St - 2nd Floor  
  
Chicago, IL 60603  
  
Wolter, Mr. William R.  
  
773-553-3807

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 11-1214-PR12) is for a term commencing January 1, 2012 and ending December 31, 2014, with the Board having two (2) options to renew for one (1) year terms. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number: 11-250012).

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing January 1, 2015 and ending December 31, 2015.

**OPTION PERIODS REMAINING:**

There is one (1) option period for one (1) year remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide the following subrogation services on behalf of the Board.

- Evaluate the subrogation potential of each claim based upon the information that is available from police reports, the statements of covered persons and witnesses, hospital records, insurance company or administrator claim files or other information.
- Make demand on third parties or their insurers or other persons who may be obligated to provide injury-related benefits coverage that is primary to coverage provided by the Plan.
- Negotiate with third parties and insurers or other responsible persons or related parties in an effort to settle claims on behalf of the Board.
- Collect subrogation-related payments due to Board, and negotiate subrogation related savings on behalf of the Board.
- Defend benefits actions brought against the Board and/or commence or monitor or intervene in litigation on behalf of the Board.
- Provide services necessary to supervise and support counsel retained to litigate subrogation-related actions with respect to covered persons in actions located in areas where vendor does not practice.
- When opportunities for class action settlements against prescription drug companies or other entities are available to the Board, complete and submit application for, and pursue, such recovery on behalf of the Board. Report and remit subrogation payments, report savings to the Board pursuant to procedures authorized by the Board.

**DELIVERABLES:**

Vendor will provide quarterly reports indicating such information as may be requested by the Board including names, dates of services, and medical providers for which reimbursement has been received. Vendor shall maintain a database of subrogation related matters.

**OUTCOMES:**

Vendor's services will result in an efficient cost-effective administration of the Board's self-funded healthcare plan.

**COMPENSATION:**

Vendor shall be paid a contingency fee in the amount of 33.33% of the gross recoveries or savings, which gross recovery or savings was realized by the Board after the assignment of the injury claim to vendor, plus reimbursement for expenses as set forth in the written agreement.

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

**AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends granting a partial waiver of the MBE goal, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, due to the contract being not further divisible. Despite the partial waiver, vendor will continue to work with the Office of Business Diversity to identify an MBE owned firm to participate on the contract.

The Vendor has identified the following:

**Total WBE - 100%**

Coghlan Law, LLC  
161 N. Clark Street, Suite 1325  
Chicago, Illinois 60601  
Attn: Barbara Coghlan

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to sundry units, all operating funds, sundry programs, hospital insurance (57305). Amounts collected under the written agreements will be deposited to the appropriate health care budget lines so that health care costs can be reduced.

**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:



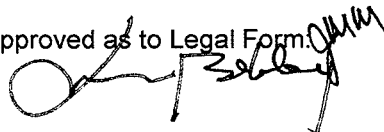
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel