

**REPORT OF THE  
BOARD OF DIRECTORS OF THE  
COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

**JUNE 26, 2009**

**ATTENDANCE**

Present: Chairman Warren L. Batts; Vice Chairman Ramirez and Directors David A. Ansell, MD, MPH; Hon. Jerry Butler; David Carvalho; Quin R. Golden; Sister Sheila Lyne, RSM; Luis Muñoz, MD, MPH; and Heather E. O'Donnell, JD, LLM (9)

Absent: Directors Benn Greenspan, PhD, MPH, FACHE and Andrea Zopp (2)

Also Present: Pitt Calkin – Interim Chief Financial Officer, Cook County Health and Hospitals System; Matthew B. DeLeon – Secretary to the Board of Commissioners of Cook County; Patrick T. Driscoll, Jr. – Deputy State's Attorney, Chief, Civil Actions Bureau, Office of the State's Attorney; William T. Foley – Chief Executive Officer, Cook County Health and Hospitals System; Hon. Bridget Gainer – Cook County Commissioner; Emilie Junge - Regional Coordinator, SEIU; Richard Keen, MD – Chairman, Department of Surgery, John H. Stroger, Jr. Hospital of Cook County; Catherine Kelly – Office of the State's Attorney; Sue Klein – Director of Quality, John H. Stroger, Jr. Hospital of Cook County; Jeff McCutchan – Supervisor, Transactions and Health Law Division, Office of the State's Attorney; Raymond Muldoon – Director of Cook County's Real Estate Management Division; Michael Puisis, MD – Chief Operating Officer, Cermak Health Services; John M. Raba, MD – Interim Chief Medical Officer, Cook County Health and Hospitals System; Elizabeth Reidy – Deputy Chief, Civil Actions Bureau, Office of the State's Attorney; David Soglin, MD – Chairman of Pediatrics, John H. Stroger, Jr. Hospital of Cook County; Tim Walsh – General Liability Manager, Office of Risk Management (Cook County); Sandra Weber – Office of the State's Attorney; Robert Weinstein, MD – Chief Operating Officer, The Ruth M. Rothstein CORE Center of Cook County

Ladies and Gentlemen:

Your Board of Directors of the Cook County Health and Hospitals System met pursuant to notice on Friday, June 26, 2009 at the hour of 7:30 A.M. at Stroger Hospital, 1901 W. Harrison Street, in the fifth floor conference room, in Chicago, Illinois.

Your Board of Directors has considered the following items and upon adoption of this report, the recommendations follow.

Matthew B. DeLeon, Secretary to the Board of Commissioners of Cook County, called the roll of members and it was determined that a quorum was present.

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**PUBLIC COMMENTS**

Chairman Batts asked the Secretary to call upon the registered speakers.

The Secretary called upon the following registered public speakers:

1. George Blakemore                      Concerned Citizen

PUBLIC COMMENTS  
(continued)

- |     |                        |   |
|-----|------------------------|---|
| 2.  | Fred Martin, MD        | Attending Physician, ACHN   |
| 3.  | Reverend Jean Darling  | Minister, The Peoples Church of Chicago   |
| 4.  | Reverend Larry Dowling | Pastor, Vice President of ARISE Chicago   |
| 5.  | Jocelyn Woodards       | Government Relations Specialist, National Nurses Organizing Committee (NNOC)    |
| 6.  | Leslie Curtis          | Midwest Director, National Nurses Organizing Committee (NNOC)                   |
| 7.  | Kevin Collins          | Director, Doctors Council SEIU  |
| 8.  | Simon Piller, MD       | Attending Physician, ACHN   |
| 9.  | Paula Kubarek, MD      | Division Chair of Hematopathology, John H. Stroger, Jr. Hospital of Cook County |
| 10. | Richard David, MD      | Attending Pediatrician, John H. Stroger, Jr. Hospital of Cook County            |
| 11. | Peter Orris, MD        | Council Member, Chicago Medical Society   |
| 12. | Patrick Keenan-Devlin  | Legislative Director, Citizen Action/Illinois                                   |
| 13. | Christine Boardman     | President, SEIU Local 73  |

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DISCUSSION OF LABOR AND EMPLOYMENT MATTER

**Director Butler, seconded by Director Golden, moved to recess the regular session and convene into closed session, pursuant to an exception to the Open Meetings Act, 5 ILCS 120/2(c)(2), et seq., which permits closed meetings for consideration of “collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.” THE MOTION CARRIED UNANIMOUSLY.**

**Director Butler, seconded by Director Golden, moved to recess the closed session and convene into regular session. THE MOTION CARRIED UNANIMOUSLY.**

**Chairman Batts, seconded by Director O’Donnell, moved to allow the current process of resisting the unionization of doctors at Stroger Hospital, to proceed. THE MOTION CARRIED.**

**Vice Chairman Ramirez and Director Ansell voted NO.**

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APPROVAL OF THE MINUTES OF THE MEETING OF THE COOK COUNTY HEALTH  
AND HOSPITALS SYSTEM BOARD OF DIRECTORS OF THURSDAY, JUNE 4, 2009

**Director Lyne, seconded by Director Muñoz, moved to approve the minutes of the meeting of the Cook County Health and Hospitals System Board of Directors of Thursday, June 4, 2009. THE MOTION CARRIED UNANIMOUSLY.**

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REPORT FROM SYSTEM BOARD CHAIRMAN WARREN L. BATTS

Chairman Batts indicated that he would provide a report at the next meeting.

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REPORT FROM THE SYSTEM  
CHIEF EXECUTIVE OFFICER WILLIAM T. FOLEY

Mr. Foley presented information regarding the following (Attachment #1):

*Update on Project Brotherhood*

Mr. Foley stated that at a previous meeting of the Board, representatives from Project Brotherhood addressed the Board during public comments. He provided a brief description of Project Brotherhood, stating that it is a program based out of the clinic at the Woodlawn Center. Although they are not a County agency, there is a quasi-relationship with the County. Mr. Foley stated that he will present a proposal to the Finance Committee to support this program, as their grant funding is running out.

*Revised Chief Executive Officer's 90 Day – 6 Month – 1 Year Plan for the Cook County Health and Hospitals System*

Mr. Foley briefly reviewed the plan. He stated that Navigant Consulting's performance improvement assessment will probably not be completed until the end of September, as they are having difficulties gathering the data that is needed. Additionally, the revised MedAssets contract is expected to be presented to the Finance Committee at its meeting of June 30<sup>th</sup>.

Mr. Foley stated that there is a contract on the agenda that will allow him to bring in an interim Director of Office of Performance Improvement. This position would lead, coordinate and facilitate all of the performance improvement initiatives currently going on.

With regard to the work currently being done by Solucient on the full-time equivalent employee benchmarking study, Mr. Foley stated that the work should be completed early in July.

*Memo of Understanding from Geo-Vax Labs, Inc.*  
*Response from CORE Foundation Board to Geo-Vax Labs' Memo of Understanding*

Mr. Foley stated that Geo-Vax Labs, Inc. is a publicly-traded biotech company developing a preventative and therapeutic vaccine for HIV treatment. They submitted a proposal to Cook County Board President Todd H. Stroger's office, which would involve the CORE Center in conducting Phase I trials of therapeutic HIV vaccines, and then to engage in possible future preventative HIV vaccine phases to be in subsequent trials. An agreement was drafted, which in his opinion would have overly-committed the System, CORE Center, and CORE Foundation Board. He did not sign that agreement.

Subsequently, a revised agreement was drafted (included in the attachment). He added that Elizabeth Reidy, Deputy Chief of the Civil Actions Bureau of the Office of the State's Attorney, and Laura Lechowicz Felicione, Special Counsel to President Todd H. Stroger, had worked on it. What the revised agreement allowed was for Mr. Foley to bring to the attention of the System Board as well as the CORE Foundation Board this proposal. He added that he was bringing the matter to the Board for informational purposes only.

On June 24<sup>th</sup>, the CORE Foundation Board had a meeting, and the agreement was discussed. Dr. Robert Weinstein, Chief Operating Officer of the CORE Center, raised the issue at the meeting. There was a lengthy discussion, and in the letter (included in the attachment) from CORE Foundation Board President Commissioner John Daley, Executive Vice President Dr. Larry Goodman, Dr. Weinstein, and Ruth Rothstein, they concluded that for scientific reasons, they recommended that the CORE Foundation Board not pursue the proposal.

Mr. Foley provided further information on the discussion that took place at the Core Foundation Board meeting. He stated that this was really a scientific issue, because it relates to drug trials. There was a lengthy discussion at that meeting, with experts and Dr. French, the Institutional Review Board (IRB) Chairman. Based on that discussion, the recommendation was that the proposal should not be pursued.

Dr. Weinstein provided additional information. He stated that they vetted the question through the world's experts, and that was the decision based upon the extensive vetting.

Director Carvalho inquired as to the reason why the CORE Foundation would be the party making that decision; he stated that the Foundation has no operational role.

Dr. Weinstein stated that that might be a legal issue, not a medical issue. His interpretation is that he believes this company is looking for a 501(c)(3) organization with which to participate in fundraising. He thought that they identified the CORE Foundation as that entity.

Director Ansell stated that he was unsure why it reached this level; if the Chief Operating Officer, Dr. Weinstein, didn't want to do it, it should have never reached the Board.

Mr. Foley stated that there would have been some commitments that would have involved the CORE Foundation, in terms of funding and raising money. Since they were having that discussion at the CORE Foundation meeting, Dr. Weinstein invited the scientific experts in so they could have the benefit of the discussion prior to today's meeting. He stated that the System Board has the ultimate authority, and added that they are recommending that they not pursue it.

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REPORT FROM THE SYSTEM INTERIM  
CHIEF MEDICAL OFFICER JOHN RABA, MD

Dr. Raba presented information regarding the following (Attachment #2):

*Integration of System-wide Clinical Services*

Dr. Raba pointed out that since the last time he reported on the subject, an additional six or seven departments, programs, or divisions have been integrated System-wide.

*Collaborations within and outside the System*

As a result of the increased integration of System-wide clinical services, there have been opportunities for increased collaborations within and outside the System.

*Single Medical Staff Bylaws*

Dr. Raba stated that efforts continue on the draft of the single medical staff bylaws. He expects that they will need a few more weeks to complete the draft, after which it will be presented to the medical staffs for review by their bylaws committees. He hopes to have everything finalized, after review and approval by the appropriate entities, by the Fall.

*Physician Salary Inequity Correction*

Dr. Raba provided an update on an issue that came up in the Human Resources Committee with regard to physician salary inequity corrections. He stated that they were directed to create a plan that would equalize salaries for similar specialties and primary care providers. The plan has been created, and affects 279 providers in the System. They will receive an estimated 4.79% annual increase in one of the payrolls in July. They are already getting a 2.0% increase based on the new salary scales, so it is really another 2.79% increase for this year. That will result in approximately \$635,000 in additional costs to the County for this fiscal year, and next year, if it is annualized out, it will cost approximately \$1,500,000.

*Accountability and Productivity*

Dr. Raba stated that the System chairs have been directed to come up with System metrics that they would like to see. This will be important, in order to be able to look across the System to see productivity at each of the sites.

He added that the dual employment standards for the clinical leaders have been finalized, and compliance by the Department chairs is being implemented.

With regard to the issue on dual employment, Director Lyne inquired whether any exceptions would be allowed. Dr. Raba responded that there would only be exceptions that are clearly to the benefit of the County; such exceptions will require the permission of both the affiliate Chief Medical Officer and the System Chief Medical Officer.

Director Ansell noted that another issue that should be addressed sometime in the future is System-wide conflicts of interest. He added that other entities have comprehensive policies with regard to this subject.

*Cermak Health Services*

Dr. Raba provided an update on Cermak Health Services, and added that further information will be provided during the closed session discussion.

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COMMITTEE REPORT

Human Resources Committee.....Meeting of 6-12-09

**Director Golden, seconded by Director Lyne, moved to approve the Report of the Human Resources Committee for the meeting of June 12, 2009. THE MOTION CARRIED UNANIMOUSLY.**

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COMMITTEE REPORT

Finance Committee.....Meeting of 6-12-09\*

\* note: the following were approved by the Finance Committee at this meeting: Contracts and Procurement Items, as amended; and various requests to enter into and/or execute contracts and agreements.

**Director Carvalho, seconded by Director Butler, moved to approve the Report of the Finance Committee for the meeting of June 12, 2009, with the exception of request number 43 under the Contracts and Procurement items, which will be subject to a separate motion following the approval of the report. THE MOTION CARRIED.**

**Director Carvalho restated his recusal and PRESENT votes made at the meeting on request numbers 15, 16 and 17 contained within the Report under the Contracts and Procurement items.**

**Director Ansell recused himself and voted PRESENT on request numbers 8, 9, 10, 11, 12, 13, and 14 contained within the Report under the Contracts and Procurement items.**

**Director Carvalho, seconded by Director Butler, moved to approve request number 43 under the Contracts and Procurement items contained in the Report of the Finance Committee of June 12<sup>th</sup> with the following amendment: the request is to amend a previously approved item, and to approve a payment in the amount of \$1,873,434.00, for the capital equipment portion of the contract increase. THE MOTION CARRIED UNANIMOUSLY.**

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COMMITTEE REPORT

Quality and Patient Safety Committee.....Meeting of 6-17-09\*

\* note: Medical Staff Appointments/Re-appointments/Changes were approved by the Quality and Patient Safety Committee at this meeting.

**Director Muñoz, seconded by Director Butler, moved to approve the Report of the Quality and Patient Safety Committee for the meeting of June 17, 2009. THE MOTION CARRIED UNANIMOUSLY.**

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REQUEST TO ENTER INTO AND EXECUTE CONTRACT

(Attachment #3)

Requesting authorization to enter into and execute a contract with ACS, for acquisition and implementation of the Lawson ERP System. The contract amount is \$33,991,488.00, for a five (5) year period.

**Director Carvalho, seconded by Director Butler, moved to approve the request to enter into and execute a contract with ACS, for acquisition and implementation of the Lawson ERP System. THE MOTION CARRIED UNANIMOUSLY.**

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REQUEST TO ENTER INTO AND EXECUTE CONTRACT

(Attachment #4)

Requesting authorization to enter into and execute a contract with The Sibery Group, to provide a full-time Chief Operating Officer for the Cook County Health and Hospitals System. The contract amount is not to exceed \$432,000.00, for a twelve (12) month period.

Mr. Foley provided background information on the request. Chairman Batts requested that the resume of the individual be forwarded to the Board.

**Director Butler, seconded by Director Lyne, moved to approve the request to enter into and execute a contract with The Sibery Group, to provide a full-time Chief Operating Officer for the Cook County Health and Hospitals System. THE MOTION CARRIED UNANIMOUSLY.**

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REQUEST TO ENTER INTO CONTRACT

Requesting authorization to enter into a contract with Bank of America for the Master Lease Agreement. The contract amount is \$30,000,000.00, for a period not to exceed seven (7) years.

Mr. Calkin presented information on the request presented. He stated that under the lease agreement, when a piece of equipment is needed, a draw-down on the line is done and the rate is fixed for the draw at that time. He added that these will be operating leases, not capital leases, so the County's bonding authority is not impacted. Bank of America is requiring that the County be a Co-Lessee; the item is expected to appear on the County Board's July 21<sup>st</sup> agenda for the Commissioners' consideration and approval.

**Director Butler, seconded by Director Carvalho, moved to approve the request to enter into a contract with Bank of America for the Master Lease Agreement. THE MOTION CARRIED UNANIMOUSLY.**

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REQUEST TO ENTER INTO AND EXECUTE CONTRACT

(Attachment #5)

Requesting authorization to enter into and execute a contract with Geetha Cattamanchi, MD, in the amount of \$450,000.00, from October 1, 2008 through September 30, 2011. This contract is for the provision of neonatology resuscitation services on behalf of the Cook County Health and Hospitals System at Roseland Hospital.

Mr. Calkin provided information on the request presented. Dr. David Soglin, Chairman of Pediatrics at John H. Stroger, Jr. Hospital of Cook County, provided additional information.

Director Carvalho inquired whether the other Roseland issue has been resolved. This issue involves a matter in which Roseland Hospital owes the System a significant amount of money, and is related to the perinatal network relationship. Mr. Foley responded that he will report on the matter at the next Finance Committee meeting.

**Director O'Donnell, seconded by Director Muñoz, moved to approve the request to enter into and execute a contract with Geetha Cattamanchi, MD, for the provision of neonatology resuscitation services on behalf of the System at Roseland Hospital. THE MOTION CARRIED UNANIMOUSLY.**

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REAL ESTATE MATTER

(Attachment #6)

Transmitting a request for approval of a Second Amendment to Lease between Chicago Title Land Trust Company under Trust #10328 and Michael Adams and Armando Gonzales, Beneficiary(s) as (Landlord) and the County of Cook, as (Tenant), for premises known as the Cicero Health Center, located at 5912 W. Cermak Road, in Cicero, Illinois, ~~for a value greater than \$100,000.00.~~

These premises are currently occupied by the Ambulatory & Community Health Network and the Cook County Department of Public Health.

*Base Rent:	<u>11/01/09 – 10/31/10</u>	<u>\$12,969.58 per month / \$155,634.96 Annually</u>
	<u>11/01/10 – 10/31/11</u>	<u>\$13,359.17 per month / \$160,310.04 Annually</u>
	<u>11/01/11 – 10/31/12</u>	<u>\$13,762.92 per month / \$165,155.04 Annually</u>

Raymond Muldoon, Director of Cook County's Real Estate Management Division, presented information on the request.

**Director Golden, seconded by Director Butler, moved to approve the Second Amendment to Lease. THE MOTION CARRIED UNANIMOUSLY.**

\*Note: at the meeting of the Board of Directors of July 16, 2009, the information above was requested to be included in this report. Such information is also reflected in the backup (Attachment #6).

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CORE FOUNDATION APPOINTMENT

(Attachment #7)

Transmitting a communication from Cook County Board President Todd H. Stroger, requesting approval of Mr. William T. Foley's appointment to the CORE Foundation, for a term to begin immediately and expire December 31, 2010.

**Director O'Donnell, seconded by Director Lyne, moved to approve the appointment of Mr. William T. Foley to the CORE Foundation. THE MOTION CARRIED UNANIMOUSLY.**

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CORE FOUNDATION APPOINTMENT

(Attachment #8)

Transmitting a communication from Cook County Board President Todd H. Stroger, requesting approval of the appointment of Mr. William P. Tuggle as a non-voting ex-officio Director of the CORE Foundation, for a term to begin immediately and expire December 31, 2011.

**Director O'Donnell, seconded by Director Lyne, moved to approve the appointment of Mr. William P. Tuggle as a non-voting ex-officio Director of the CORE Foundation. THE MOTION CARRIED UNANIMOUSLY.**

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CORE FOUNDATION APPOINTMENT

(Attachment #9)

Transmitting a communication from Cook County Board President Todd H. Stroger, requesting approval of Ms. Lucy Robles-Aquino's appointment to the CORE Foundation, for a term to begin immediately and expire December 31, 2011.

**Director O'Donnell, seconded by Director Lyne, moved to approve the appointment of Ms. Lucy Robles-Aquino to the CORE Foundation. THE MOTION CARRIED UNANIMOUSLY.**

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REPORT FROM CCHHS AD HOC WORKING GROUP  
ON MEDICAL SCHOOL RELATIONSHIPS

Director Lyne and Pitt Calkin, System Interim Chief Financial Officer, presented an update on the working group's efforts, and distributed information on the subject provided by Public Consulting Group (Attachment #10).

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UPDATE FROM AD HOC  
STRATEGIC PLANNING COMMITTEE

Mr. Foley presented an update on strategic planning. He distributed the schedule for upcoming meetings with small groups of County Commissioners that will take place in July, and a summary of the series of six town hall meetings that will take place starting at the end of July (Attachment #11). The purpose of the town hall meetings is to seek public input into the process in a very structured way. They have a questionnaire developed, which will be loaded onto the health department's website, along with other strategic planning process information. They are working with the public health departments of the City and County for information on the health status of the community; this information will be presented along with the questionnaire results at the beginning of the town hall meetings. Later on in the process, once a draft strategic plan is developed with draft visions, goals and strategies, there will be another series of meetings to present the plan in order to get more input and feedback.

Director Golden added that the Directors will soon be seeing materials sent to them electronically on the subject. In response to a question regarding what time the town hall meetings were scheduled for, she stated that they will be held from 6:00 P.M. to 8:00 P.M.

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REPORT ON NEGOTIATIONS WITH THE U.S. DEPARTMENT OF JUSTICE REGARDING THE COOK  
COUNTY DEPARTMENT OF CORRECTIONS AND CERMAK HEALTH SERVICES

DISCUSSION OF LITIGATION MATTERS

Director Butler, seconded by Director Lyne, moved to recess the regular session and convene into closed session, pursuant to an exception to the Open Meetings Act, 5 ILCS 120/2(c)(11), which permits closed meetings for consideration of "litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting." THE MOTION CARRIED UNANIMOUSLY.

Chairman Batts declared that the closed session was adjourned. The Board convened back into regular session.

Director Butler, seconded by Director O'Donnell, moved to approve the Settlement Agreements and Mutual Releases with the following eligibility vendors: Chamberlin Edmonds & Associates, Inc.; Great Lakes Medicaid, Inc.; HRM Consultants, Inc.; and Eligibility Services, Inc. THE MOTION CARRIED UNANIMOUSLY.

(The Settlement Agreements and Mutual Releases are included as Attachment #12.)

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ADJOURNMENT

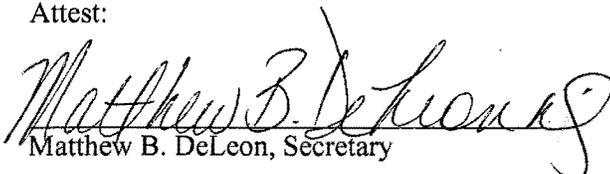
Director Ansell, seconded by Director O'Donnell, moved to adjourn. THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED.

Respectfully submitted,  
Board of Directors of the  
Cook County Health and Hospitals System



Warren L. Batts, Chairman

Attest:

  
Matthew B. DeLeon, Secretary

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #1

**REPORT FROM THE SYSTEM CHIEF EXECUTIVE OFFICER  
WILLIAM T. FOLEY  
JUNE 26, 2009**

- **90 DAY-6 MONTH-1 YEAR PLAN**
- **MEMO OF UNDERSTANDING FROM GEO-VAX LABS, INC**
- **RESPONSE FROM CORE FOUNDATION BOARD TO GEO-VAX LABS MEMO OF UNDERSTANDING**

**WILLIAM T. FOLEY**  
**CCHHS CEO**  
**90 DAY—6 MONTH—1 YEAR PLAN**  
**REVISED – JUNE 2, 2009**

**9/1/09:**

- Complete Navigant Consulting Performance Improvement Assessment.
- Initiate ERP installation.
- Revise MedAssets agreement.
- Establish Office of Performance Improvement and hire a Director as an interim, full-time position for a period of no longer than 1 year.
- Hire Director of Human Resources.
- Hire Director of Public Relations/Communications.
- Hire Chief Compliance Officer
- Hire Chief Nursing Officer
- Hire General Counsel
- Complete Solucient FTE benchmarking study and implement Phase 1 reduction-in-force.
- Select Group Purchasing Organization (GPO) and finalize agreement.

**12/1/09:**

- Complete Phase 1 of performance improvement project with focus on revenue cycle management, labor productivity, non-labor productivity, and physician services.
- Complete Phase 1 of ERP installation: financial reporting/general ledger.
- Implement Phase 2 reduction-in-force.
- Hire CCHHS CFO.
- Hire CCHHS CMO.
- Hire CCHHS CIO.
- Finalize and approve CCHHS Strategic Plan.
- Finalize and approve CCHHS 3-Year Financial Plan.

**6/1/10:**

- Complete Phase 2 (final phase) of performance improvement project including staff education and training.
- Complete Phase 2 of ERP installation: human resources, payroll, productivity, supply chain.
- Implement Phase 1 strategic plan strategies.



June 15, 2009

Honorable Todd H. Stroger  
118 N. Clark Street, Room 537  
Chicago, Illinois 60602

President John Daley  
CORE Foundation  
118 N. Clark Street, Floor 3M  
Chicago, Illinois 60602

Mr. William Foley  
Chief Executive Officer  
Cook County Health and Hospital System  
1900 W. Polk, Suite 220  
Chicago, Illinois 60612

Dear President Stroger, President Daley and Mr. Foley:

This letter memorializes an understanding between William Foley, Chief Executive Officer of the Cook County Health and Hospitals System ("Health System"); the CORE Foundation ("Foundation") which was founded by Cook County, Illinois and Rush University Medical Center; Cook County, Illinois ("Cook County"), and GeoVax Labs, Inc. ("GeoVax"), a Delaware corporation, with operations in Atlanta, Georgia and Chicago, Illinois.

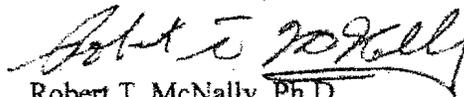
GeoVax proposes a cooperative arrangement between the County, through the Health System, the Foundation, and GeoVax to advance the fight against HIV/AIDS by accelerating the clinical trials of certain DNA/MVA and MVA/MVA preventative and therapeutic vaccines developed by GeoVax scientists in collaboration with scientists at Emory University, the Centers for Disease Control and the U.S. National Institutes of Health (the "Vaccines"); and to provide residents of Cook County and the surrounding region with early access to these vaccines in carefully monitored clinical trials conducted by the Health System at the Ruth M. Rothstein CORE Center ("CORE Center"). A copy of the GeoVax proposal is attached to this letter.

Pursuant to this understanding: (1) Mr. Foley will consult with the Chief Operating Officer of the CORE Center, Director of the Health System's Institutional Review Board and GeoVax to determine whether to present GeoVax's proposal to the Health System's Board of Directors for authorization to negotiate an agreement with GeoVax with regard to the attached proposal, and (2) Pending the execution by the System Board of Directors of an agreement with regard to GeoVax's proposal, John Daley, solely in his role as President of the CORE Foundation Board of Directors will at the request of the Health System,

present GeoVax's proposal to the CORE Foundation Board for authorization to negotiate an agreement with regard to obtaining, managing, and disbursing qualifying funds.

Sincerely,

GeoVax Labs, Inc.



Robert T. McNally, Ph.D.  
President and CEO

Acknowledged:

**Cook County Health and Hospital System**

By: William T. Foley  
Its: CEO

**The CORE Foundation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Cook County**

By: Todd A. Shea  
Its: \_\_\_\_\_

ATTACHMENT  
GEOVAX PROPOSAL

What follows is an overview of GeoVax and the HIV/AIDS Vaccines that are the subject of the proposed trials, some history of their development and results from earlier trials, and the proposal for a cooperative effort between Cook County, the Foundation and GeoVax to accelerate the schedule for conducting clinical trials necessary to establish efficacy and obtain required regulatory approval for general distribution of the Vaccines.

The proposal calls for participation by the Health System through the Ruth M. Rothstein CORE Center in conducting clinical trials in Cook County and participation by the CORE Foundation and Cook County in obtaining sufficient funds from private non-profit or government sources to conduct the overall clinical trial program (such funds, the "Qualifying Funds"). The involvement of GeoVax entails responsibility for production of the vaccines, the establishment, management and oversight of the clinical trials process, and regulatory compliance, which includes interaction with regulatory authorities.

**1. Background.**

HIV affects the entire globe and comes in a variety of subtypes. Clade B is the predominant subtype in North America where there are roughly 60,000 new infections each year. Globally, there are about 2.5 million AIDS infections per year, most involving subtypes AG, B, and C. In 2007, UNAIDS reported 1.3 million people living with AIDS in North America and 33.2 million people living with AIDS worldwide. Presently, there is little to prevent HIV transmission other than education, circumcision, and condoms. It is obvious from the spread of the disease that these methods are not adequate. Existing treatments for individuals infected with HIV include anti-retroviral therapies that are effective but have serious medical side effects and are very expensive (upwards of \$1,500/month). This cost is borne by the individual, third party insurance, local healthcare, federal or world health organizations.

Development and distribution of an effective HIV/AIDS vaccine holds great promise. The GeoVax Vaccine would cost a fraction of the cost of current treatments and, to date, has not elicited serious adverse side effects. Like commonly used vaccines for polio and measles, if the population was vaccinated with an effective vaccine, over time, the disease could be expected to decrease in prevalence to a point where it might essentially disappear.

**2. GeoVax and the HIV/AIDS Vaccines.**

GeoVax is a publicly-traded biotech developer of preventative and therapeutic vaccines to combat HIV/AIDS. The company was formed in 2001 as a spin-off from the Emory University Vaccine Center and later merged with a Chicago-based publicly-held company. Company founder and lead vaccine scientist, Dr. Harriet Robinson, remains active in the Company and serves as its Vice President of Research and Development. Discoveries described in 14 exclusively licensed patents make up the technology behind the Company's Vaccines. The science behind the Vaccines was developed in collaborations with scientists at Emory University, the U.S. Centers for Disease Control, and the U.S. National Institutes of Health.

GeoVax's Vaccines are being developed both as a preventative vaccine (to protect HIV uninfected people from contracting AIDS after exposure to the HIV virus) and as a therapeutic vaccine (to reduce the need for expensive anti-retroviral drugs in treating infected people). The GeoVax Vaccines have two components - a recombinant DNA vaccine that expresses the three major proteins of HIV-1 and a recombinant Modified Vaccinia Ankara (MVA) vaccine that expresses the same three HIV-1 proteins. Both vaccines express non-infectious virus like particles.

The DNA vaccine is used to prime the immune response while the MVA is used to boost the immune response. The MVA Vaccine can also be used to both prime and boost an immune response. Both vaccines stimulate the production of protective antibody and protective T-cell (type of white blood cell) immune responses. The vaccine

elicited antibodies recognize and block the HIV-1 virus before infection, while the T-cells recognize and kill HIV-infected cells. The two responses complement one another in reducing infection.

### 3. Clinical Trial History.

The Vaccines have been tested in five completed Phase I safety clinical trials. These trials, conducted in healthy uninfected volunteers through the HIV Vaccine Trials Network have established the proper dose and timing for the injections to maximize Vaccine responses. The DNA priming combined with MVA boosting has been found to elicit the highest T cell responses whereas the MVA prime combined with a MVA boost has been found to elicit the highest antibody responses. The HIV Vaccine Trials Network is the largest worldwide clinical trials program for the testing of HIV/AIDS vaccines and is supported through funding from the U.S. National Institutes of Health.

The company recently began a Phase 2a trial of its preventative application, working with the HIV Vaccine Trials Network, in low risk, uninfected volunteers. This trial (called the HVTN 205 trial) consists of 150 Vaccine recipients and 75 placebo recipients and is being conducted in 13 sites. Eleven of the sites are spread throughout North America and two are in Peru, South America.

Since the 1990's more than 80 Phase I protocols involving HIV/AIDS vaccines have been undertaken by the HIV Vaccine Trials Network. Of these, only five have progressed into Phase 2 or beyond. Of these five, only three candidate vaccines continue to be supported. The GeoVax Vaccine is one of those three candidate vaccines with continuing support.

Encouraging results from animal trials provide a rationale for conducting therapeutic trials in people. Recent trials conducted by Dr. Rama Amara at the Yerkes National Primate Research Center at Emory University addressed the potential of the simian immunodeficiency virus prototype of the GeoVax HIV Vaccine to provide therapeutic benefit to recently infected non-human primates. Macaque monkeys were given the simian version of the HIV virus and 12 weeks later placed on oral anti-retroviral medication that reduced the viral load. Then the animals were given the simian equivalent of the therapeutic vaccine and were removed from the oral medication to see if the vaccine responses could control the infection in the absence of drugs. In one non human primate the infection was controlled to 100-times lower levels than found pre-drug treatment. In the second, it was controlled to >1000-times lower levels.

### 4. Clinical Trials Proposal.

GeoVax proposes that the parties negotiate a formal agreement to conduct, dependent upon funding generated by private or government sources through Cook County and the Foundation, at least one and up to seven progressively more advanced clinical trials for therapeutic and preventative vaccines. GeoVax further proposes that in each case, the conduct of a given clinical trial through the cooperation will include the Health System through the CORE Center serving as a [lead] clinical site and will be dependent upon the receipt by the Foundation, a non-profit 501 (c)(3) corporation, of funds from independent private or government sources that are sufficient in the view of the Foundation, Health System and GeoVax to adequately fund the multi-site clinical trial at all sites participating in the trial, including any sites operated directly by the Health System. The currently proposed clinical trials are summarized below. Plans may change depending upon results obtained in the clinical trials, discussions with regulatory authorities and regulatory consultants and other factors or as otherwise approved by the Health System Board of Directors or the Foundation Board of Directors.

Therapeutic Vaccine. GeoVax proposes an immediate therapeutic trial in HIV infected individuals at three sites. This 15 subject trial scheduled to start in late 2009 would involve the Atlanta location, AIDS Research Consortium of Atlanta and one site in Chicago. A draft protocol is being finalized for the Atlanta site and could easily be amended to include more subjects and a Chicago site. This Phase I trial would not be blinded and is intentionally small because it is the first time the Vaccine is being used in HIV positive subjects.

Assuming positive results from the Phase 1 therapeutic trial, a second 60-patient Phase 2a trial, spread over ten sites including sites in Chicago, would commence by mid 2011. Then in early 2013 two parallel placebo controlled trials (400 patients each), double-blind, randomized Phase 2b trial would finalize the testing for the therapeutic licensure of the vaccine by the U.S. Food and Drug Administration ("FDA").

**Preventive Vaccine.** GeoVax, with cooperation from the HIV Vaccine Trials Network, is currently in a Phase 2a clinical trial testing a vaccine consisting of two DNA immunization components and two MVA immunization components (DDMM) in low risk individuals. Subject to available funding through CORE, a parallel trial would be conducted using a three MVA (MMM) dosing regimen. This MMM group is proposed because the results of current phase 1 trials show the MMM regimen eliciting better antibody responses than the DDMM regimen. In contrast, the DDMM regimen has elicited better T cell responses than the MMM regimen. Consequently, both regimens warrant testing in small scale efficacy trails for proof of concept for protective potential.

When the ongoing DDMM and the MMM trials are completed in early 2011, the vaccine will have sufficient data to compare both regimens in uninfected subjects who are at high risk for infection for protective efficacy in a screening "test of concept" for the Phase 2b trial. This trial will compare 750 subjects using DDMM, versus 750 subjects with MMM and 750 placebo subjects. This trial will end the debate as to which version is preferable and by 2013 a final Phase 3 trial in high risk subjects can begin with 2500 or more subjects. All of these trials will be subject to regulatory approval and will be modified as necessary in response to FDA requirements.

**Clinical Trials Summary.** As long as the clinical sites are qualified to conduct the trials, several of the sites can be located in Chicago. For the sake of scientific rigor, the trials will also need to be conducted at geographically dispersed sites around the country. The following summarizes the proposed clinical trial regimen discussed above.

<u>Clinical Trial</u>	<u>Description</u>	<u>Potential Start Date</u>	<u>Term in Months</u>	<u>Estimated Cost in Millions</u>
<b>Therapeutic:</b>				
Phase 1	DDMM (20) / 3 Sites	Fall 2009	21	\$1.5
Phase 2a	DDMM (60) / 10 Sites	Mid 2011	21	\$2.7
Phase 2b	Two parallel trials / each DDMM (300), Placebo (100) 50 Sites	Spring 2013	22	\$28.7
<b>Preventative:</b>				
Phase 2a	Low risk subjects DDMM (150), Placebo (75)	Ongoing	18	HVTN Funded
Phase 2a	Low risk subjects MMM (70), Placebo (30)	Winter 2009		\$7.7
Phase 2b	Proof of concept with high risk subjects / DDMM (750), MMM (750), Placebo (750)	Early 2011	36	\$76.5
Phase 3	Licensure/high risk subjects DDMM or MMM (2500+)	Mid 2013		\$94.6

##### 5. Clinical Trial Oversight.

One or more clinical research organizations (each, a "CRO") will be engaged by GeoVax to coordinate the trials amongst the various sites. Organizations such as the AIDS Clinical Trials Group, HIV Vaccine Trials Network, U.S. Military HIV Research Program, International Maternal Pediatric Adolescent AIDS Clinical Trials, and the International AIDS Vaccine Alliance all have active qualified clinical sites with active subject recruitment and experience in HIV trial conduct. GeoVax will oversee selection of sites for each multi-site trial from these organizations and others. Funds to engage the CROs will be provided from the Qualifying Funds sourced through CORE.

## 6. General Undertakings; Public Purpose.

GeoVax proposes that the duties of each of the parties to this cooperation be as outlined below. In each case, the duties shall be fulfilled with respect only to a clinical trial for which sufficient Qualifying Funds are secured by the Foundation in amounts and subject to such conditions as are imposed by the outside funding source and formally agreed to by the parties. GeoVax, however, shall only be required to conduct such clinical trials as it believes are scientifically warranted and permitted by applicable regulation and law and then, only when it believes sufficient Qualifying Funds are available on acceptable terms.

Both parties acknowledge the potential importance of the GeoVax Vaccines to the public health and agree that GeoVax shall not be prevented from conducting trials, even those described in this letter, with funds obtained from other sources.

## 7. Undertakings of GeoVax.

With respect to each clinical trial conducted pursuant to the cooperation described in this letter, the duties of GeoVax proposed, would include and be subject to further negotiation:

- Selection, management, communication with and oversight of clinical research organizations to coordinate trials amongst various sites.
- Protocol development for the trial to include addressing issues of informed consent and reporting requirements.
- Vaccines manufacture, release, stability, storage, inventory management and drug shipment.
- Creation and distribution of study reference manual and binder.
- Establish data management plan and primary and secondary endpoints.
- Preparation of clinical study report and CRF design and review.
- All quality assurance and regulatory compliance matters.
- All investigator and kick-off meetings, site initiation meetings.
- Management of all regulatory affairs to include:
  - Pre-IND meeting/information package (schedule, host, prepare, submit).
  - IND application to FDA.
  - Regulatory correspondence tracking database, maintenance and development.
  - All responses to FDA comments and interface with FDA regulatory.
  - Regulatory document collection and review.
  - IND, BMF amendments.
  - Annual reports to FDA.
- Selection of sites and contractors for clinical sample analysis.
- Contract of data management and designation of a data safety monitoring board.
- Arrangements for unblinding and statistical analysis of data.
- Disbursement of funds to clinical sites and other service providers related to the conduct and support of the clinical trials, and requisition of Qualified Funds to cover such disbursements and other costs incurred by GeoVax related to the activities described herein.
- Allocation of personnel and other resources to support the public relations and fund-raising efforts in collaboration with Cook County.

The duties outlined above are subject to further negotiation and the final duties if agreed to and approved by GeoVax, the Health System and the Foundation shall be outlined in a formal agreement executed by the parties.

**8. Proposed Undertakings of the Health System, Cook County and the CORE Foundation.**

This cooperation agreement seeks authorization for the Health System, Cook County and the Foundation to negotiate a formal agreement between the Health System, Cook County, Foundation and GeoVax which would be subject to formal approval by the Health System Board, the Foundation Board and potentially Cook County. It is expected that the responsibilities of the Health System, Cook County and CORE Foundation to be negotiated would include:

- Obtaining required Qualifying Funds to support each of the clinical trials as available from third party private or governmental sources.
- The oversight, management and maintenance of Qualifying Funds in compliance with all requirements of the funding entities and applicable law.
- Disbursement of Qualifying Funds to GeoVax as needed to pay for clinical trials and related costs.
- The over-site of Chicago clinical trial sites where the following functions will be performed:
  - Screening, enrolling patients, and clinical data collection.
  - Regulatory document collection.
  - Investigator agreements, IRB selection and approvals.
  - Kick-off meeting/investigator/site initiation.
  - Investigational product management.
  - Notification of shipment of drug to sites.
  - Data entry and SAE reporting.

The duties outlined above are subject to further negotiation and the final duties if agreed to and approved by GeoVax, the Health System and the Foundation shall be outlined in a formal agreement executed by the parties.

**The CORE Foundation**

2020 West Harrison Street • Chicago, Illinois 60612

312.572.4764 v • 312.572.4771 f

June 24, 2009

William Foley  
 Chief Executive Officer  
 Cook County Health & Hospitals System  
 1900 W. Polk, Suite 220  
 Chicago, IL 60612

Dear Mr. Foley,

The CORE Foundation Board reviewed the opportunity to work with GeoVax Labs. Inc., to conduct a phase 1 trial of the GeoVax therapeutic HIV vaccine and to engage in possible future preventive HIV vaccine phase 2B (or 3) trials.

After reviewing the scientific basis of therapeutic and preventive HIV vaccines – including discussions with the federally-funded HIV Vaccine Trials Network (HVTN), the federal National Institutes of Health (NIH) and internal experts (e.g., the Chair of Cook County Health & Hospitals System's Institutional Review Board and CORE Center's Research Committee, and the CORE Center's Chief Medical Officer) – the medical/scientific recommendation is not to proceed at the Ruth M. Rothstein CORE Center with further discussion to evaluate the existing GeoVax vaccine(s).

The CORE Foundation Board accepted this recommendation not to proceed and suggests that other medical/scientific issues be referred directly to the CORE Center's Chief Operating Officer for initial consideration.

Sincerely,



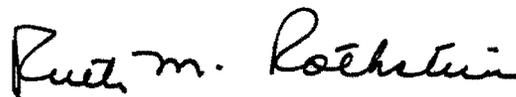
John P. Daley  
 President  
 CORE Foundation Board of Directors



Larry Goodman, MD  
 Executive Vice President  
 CORE Foundation Board of Directors



Robert A. Weinstein, MD  
 CORE Foundation Board of Directors



Ruth M. Rothstein  
 CORE Foundation Board of Directors

cc: Hon. Todd H. Stroger, President, Board of Commissioners of Cook County  
 Warren Batts, Chairman, CCHHS Board

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #2



**Interim System CMO Report to the  
CCHHS Board  
June 26, 2009**

- **Integration of System-wide Clinical Services (See attached Color Integration Chart)**
- **Collaborations within and outside the System**
- **Single Medical Staff Bylaws**
- **Physician Salary Inequity Correction**
- **Accountability and Productivity**
- **Cermak Health Services**

## Interim System CMO Report CCHHS Meeting June 26, 2009

### Integration of System-wide Clinical Services

- 19 clinical departments, divisions, and programs have now been designated as system-wide entities. Since the last CMO report system chairs of Breast Cancer, Screening, Treatment, and Prevention Services, Gastroenterology, OB-Gyn, Ophthalmology, Palliative Care, Psychiatry, and Radiology, and have been added to Adult Endocrine, Emergency Medicine, Family Practice, Hematology-Oncology, Infectious Diseases, Neurology, Pain, Pediatrics, Pulmonary/Critical Care, Rehabilitation and Physical Medicine, Surgery, and Urology. Cardiology, ENT, and Family Planning/Dysplasia are in process. Searches for System Chairs of Anesthesiology, Laboratory/Pathology, and Medicine are in various stages of completion.
- The second meeting of system-clinical services was held on 5/12/09. Chairs presented their activities concerning system-wide integration. Each department is now developing metrics to evaluate clinical services across the CCHHS.
- The reporting relationships between the CCHHS affiliate leadership, the system CMO, and the system-wide chairs have been clarified in writing.
- The job description for System-wide Clinical Chairs has been finalized and will be presented to the HR committee.

### Collaborations within and outside the System

- Pain Clinic has been re-constituted at Oak Forest Hospital staffed by Stroger physicians now privileged at OFH.
- Pulmonary/Critical Care providers are now cross-credentialed at all CCHHS hospitals with staffing levels being re-aligned with service needs at the three hospitals.
- Radiology staffing levels at Provident Hospital are being assessed and opportunities to expand on-site radiologist coverage and minimize utilization of contracted radiologist hours are being identified.
- OB-Gyn has cross-credentialed Stroger physicians at Provident Hospital and elective gynecological cases have begun to be shifted from SH to PH.
- PH and OFH collaborated on the recruitment of a Gastroenterologist position. SH gastroenterologists provided emergency coverage of PH during an unexpected absence of the PH GI specialist.
- Surgical consolidation efforts continue. Surgeons and anesthesiologists have been cross-credentialed. OR techs and nurses are being moved to allow maximum OR effectiveness and utilization. PH surgeons are staffing surgical clinics, taking General Surgery call, and performing acute care surgery at SH. Stroger Podiatry, Orthopedic, and Gynecology surgeons are doing elective cases at PH.
- Emergency Medicine has implemented uniform First Net patient boards at SH, PH, and OFH allowing real time tracking of patient volumes and through-put.
- Pediatric specialty clinics are receiving an increasing number of referrals from FQHC community health centers due to the expansion of IRIS for Kids which allows children to be immediately given an appointment date and time. The show rate for these referrals has been high and the program is being expanded to additional FQHCs. The Pediatric Department is also collaborating with the Juvenile Detention & Treatment Center to provide post-discharge medical care homes.

- Inpatient diabetes protocols in place at Stroger will be instituted at Provident and Oak Forest Hospitals as part of a system-wide Quality indicator expansion.
- Efforts are in process to allow non-CCHHS FQHC community health center partners to have access to medical information in Cerner on shared patients.
- Discussions have been initiated with the University of Chicago concerning a collaborative relationship with Provident Hospital concerning urgent care services and with ACHN concerning U of C's 47<sup>th</sup> Street clinic.
- The hospital Quality Directors are developing an organizational structure that unifies the approach to quality and patient safety at both the local affiliates and throughout the CCHHS

### **Single Medical Staff Bylaws**

- The State's Attorneys and representatives of the CMOs continue to work on the final draft of a unified System medical staff bylaws. Once the draft is completed the three hospital bylaws committees will be given 6 weeks to separately and then jointly review the document. The States Attorneys will review and incorporate revisions recommended by the bylaws committees and CMOs into a final document that will be presented to the CCHHS Board. Once approved by the CCHHS, the new bylaws will be scheduled to be voted upon by the medical staffs of the System. It is not anticipated that draft will be ready for vote in the early Fall, 2009.

### **Physician Salary Inequity Correction**

- The implementation of a new physician salary scale by the CCB exacerbated physician salary inequities in the CCHHS. As directed by the HR committee, a plan to correct these inequities has been finalized. 279 physicians will be given a @4.79% raise. The additional cost over current salaries will be \$635,000 in FY 2009 and \$1,532,000 over the next 12 months. This pay adjustment will be instituted in July.

### **Accountability and Productivity**

- System-wide metrics that are facility, center, and provider specific are been identified by system chairs.
- Radiology staffing levels and productivity are being assessed system-wide with a resultant realignment of staffing at PH and increased coverage at Cermak.
- Dual employment standards for clinical leaders have been finalized. Compliance by Department chairs with these standards is being implemented.

### **Cermak Health Services**

- New leadership (COO, CMO, Associate Medical Chair) has been established.
- The memorandum of agreement with the Department of Justice is being finalized.
- Schematic and architectural plans for a new Intake (RCDC) and Residential Unit facility at the CCDOC have essentially been completed.
- Efforts are now being instituted to link NCCHC accreditation preparation to the stipulations in the DOJ report.

### Current Status of CCHHS Sytem-Wide Integration

#### CCHHS Hospitals

Status as of 12-08

Status as of 6-09

	JHSHCC	PHCC	OFHCC	JHSHCC	PHCC	OFHCC
<b>Anes.</b>						
Pain						
<b>Emergency</b>						
<b>Family Med</b>						
<b>Medicine</b>						
Cardiology						
Critical Care/Pulm						
Derm						
Endo/DM						
Internal Med						
GI						
Hem-Onc						
ID						
Neuro						
Palliative Care						
Renal						
Rheum						
<b>Surgery</b>						
Breast Health/Breast-oncology				*	*	*
Cardio-thoracic						
Colon-rectal						
ENT						
Eye						
Gen Surg						
GU						
Oral Surgery						
Neurosurgery						
Ortho						
Peds Surgery						
Plastic-reconstructive						
Podiatry						
Surgical Onc						
Vascular						
<b>OB-Gyne</b>						
Family Planning						
Gyne						
Gyne Oncology						
MFM						
Reproductive health						
Uro-gyne						
<b>Path/Lab</b>						
<b>Peds</b>						
Allergy-Immunology						
Adolescent						
Cardiology						
Child Protection						
General Peds						
Genetics						
GI						
Hem-oncology						
Neonatal						
Emer. Services (peds)						
<b>Psychiatry</b>						
Adult						
Child/Adolescent						
<b>Radiology</b>						
<b>Rehab</b>						
<b>Trauma</b>						
<b>Pharmacy</b>						

**KEY**

- SERVICE COORDINATED SYSTEM-WIDE
- SERVICE AVAILABLE AT STROGER and/or INTEGRATION COMPLETE
- SERVICE AVAILABLE AT PROVIDENT
- SERVICE AVAILABLE AT OAK FOREST
- SERVICE NOT AVAILABLE AT THIS SITE
- \* COMBINED MED-SURGERY PROGRAM

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #3

COOK COUNTY HEALTH AND HOSPITALS SYSTEMRequest to Enter Into & Execute Contract

**Date:** June 22, 2009

**Sponsor:** Pitt R. Calkin  
Chief Financial Officer

**Operating Unit:** Cook County Health & Hospitals System

**Description of Services:** ACS Corporation (P.O. Box 201322 Dallas, TX 75320) for the provision of acquisition and implementation of the Lawson ERP System.

**Justification:** ACS HCS will provide the resources and expertise to implement the Lawson Enterprise Resource Planning Suite. This solution will support the human resources, payroll, finance and supply chain functions at CCHHS and will create an interface for financial requirements to the County-based JD Edwards system of applications.

**Cost of Contract And Terms:** Five (5) year Contract in the amount of **\$33,991,488.00** to commence upon approval, execution and implementation of the contract.

**Budget Info:** 890/260

**Signatures:**

CCHHS CFO

Pitt Calkin / JMB 6/23/09

CCHHS Director of  
Purchasing

Carlie D. Jeffrey

CCHHS COO

\_\_\_\_\_

**APPROVED**

JUN 26 2009

BY BOARD OF  
DIRECTORS OF THE COOK COUNTY  
HEALTH AND HOSPITALS SYSTEM

Contract Synopsis between CCHHS and ACS-HCS for the implementation of the Lawson ERP software suite

**Scope of Services:**

ACS will

Acquire the most current version of Lawson Enterprise Resource Planning (ERP) Suite software license(s), necessary software maintenance, hardware and hardware maintenance to operate the Lawson ERP Suite;

Be responsible to manage the complete planning and installation for all of the ERP modules to industry standard and/or best practice functionality through the provision of appropriate consulting staff;

Provide "post go-live" consulting staff to work with CCHHS management and other staff in appropriate use of the ERP software inclusive of necessary process changes that will help to ensure maximum benefit to CCHHS of the technology in the areas of finance, accounting, supply chain, human resources, payroll, and management information and decision support reporting;

Provide up to 60 months of server hosting for the ERP software suite;

Through the adoption of an aggressive deployment strategy, complete the installation of all the standard modules of the ERP suite over a 36 month period, with the core General Ledger module functionality being achieved within the first 6 months;

Provide a detailed step plan for each software module complete with time table and responsibilities of both ACS and CCHHS;

Ensure that all necessary interfaces are operational for necessary two way data exchanges, particularly with the County's current J.D. Edwards system(s);

Under the agreed upon project management structure (through the CCHHS CEO's office) ACS will provide bi-weekly status reporting for continual assessment of project progress, implementation issues and necessary mitigation steps, review any significant changes to original assumptions that are part of this contract, etc.

**Term:**

The term of the contract is for a period of 60 months with the initial 36 months for installation of all of the Lawson ERP Suite modules, up to 24 months of post go-live continuing consulting assistance, up to 60 months of hosting services. Term will commence upon approval by the CCHHS Board and execution of the contract.

**Projected Cost of the Contract:**

The total cost of the contract is not to exceed **\$33,991,488** and is based upon the following:

Software license fees*	\$3,617,778
Hardware*	\$459,444
Software Maintenance*	\$2,911,110 (five years)
Hardware Maintenance *	\$50,000 (five years)
Hosting services*	\$1,156,956 (up to five years)
Implementation fees**	\$17,467,200 (36 months)
Post Go-Live fees**	\$5,029,000 (up to 24 months)
Reimbursable expenses***	\$3,300,000

\*Fixed fees

\*\*Fixed fee rates

\*\*\*Capped not to exceed fee tied to actual consulting fees used by ACS and approved by CCHHS

**Significant additional terms:**

Payment for all of the first year costs (estimated to be approximately \$13M) will be delayed and due by June 2010;

All monthly invoicing from July 2010 will be subject to a 10% hold back by CCHHS with release of the accrued withhold made at the conclusion of years 2 and 3, respectively of the contract, IF CCHHS has signed off on the full acceptance of any modules delivered during those annual time periods;

Software license transferred to CCHHS upon payment due June 2010 to ACS, or sooner if contract is terminated for any reason within the first year;

Upon termination by CCHHS prior to contract term, CCHHS will pay all maintenance fees paid by ACS for CCHHS, any outstanding invoices submitted and accepted by CCHHS, and expenses incurred by ACS on behalf of CCHHS per the termination schedule included within the contract.

Cook County Office of Contract Compliance has reviewed ACS' required submittals regarding M/WBE participation and ACS's vendor standing with Cook County and the State of Illinois and signed off on acceptance.

Contract was drafted with the direct participation, guidance, and direction of the States Attorney's Office.

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #4

**APPROVED**

JUN 26 2009

**PART I**

**CONTRACT FOR SERVICE BETWEEN  
THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS SYSTEM AND THE SIBERY GROUP, LLC**

BY BOARD OF  
DIRECTORS OF THE COOK COUNTY  
HEALTH AND HOSPITALS SYSTEM

This Contract is made and entered into by and between the County of Cook, a body politic and corporate of Illinois, ("County") through its Cook County Health and Hospitals System ("System"), and The Sibery Group, LLC ("Contractor"), with its principal place of business at 903 Commerce Drive, Suite 160, Oak Brook, Illinois 60523-1969.

**WHEREAS**, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the medically indigent in a proficient and compassionate manner; and,

**WHEREAS**, the System requires the services of an Interim Chief Operating Officer of the System for a twelve-month period ("Services"); and,

**WHEREAS**, the Contractor is willing and able to supply the Services on the terms and conditions provided and in consideration for the fees set forth herein; and

**NOW THEREFORE**, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

**I. STATEMENT OF WORK**

The Contractor agrees to perform the Services that are described in Exhibit A, Statement of Work.

**II. TERM**

This Contract shall commence on July 1, 2009 and shall continue until June 30, 2010 or twelve months from the commencement of Dr. Tedeschi's services, whichever is later. This Contract may be extended for up to four additional ninety (90) day periods. For the first ninety (90) day extension the System shall provide written notice of the System's intent to extend to Contractor at least sixty (60) days prior to the Contract's expiration. Each additional ninety (90) day extension shall require thirty (30) days written notice by the System to the Contractor. All extensions shall be by mutual agreement of Contractor and the Cook County Health and Hospitals System Board of Directors ("System Board") and shall be subject to the same conditions, compensation and payment terms as set forth in the original Contract.

This Contract shall not be cancelled by either party except "for cause" during the first year of this Contract. Should either party desire to cancel this Contract "for cause" during this period, the party seeking cancellation shall provide written notice of its intention to cancel this Contract outlining the reasons for the cancellation of the Contract. The responding party shall have a thirty (30) day cure period thereafter to resolve any deficiencies. If no cure is provided within that thirty (30) day cure period, then the Contract will be terminated thirty (30) days following

the cure period. This paragraph specifically supersedes General Conditions GC-11 Disputes, GC-12 Default, GC-13 County's Remedies, GC-14 Contractor's Remedies, and GC-24 Termination for Convenience and Suspension of Contract.

### **III. COMPENSATION AND PAYMENT**

Professional fees for this agreement shall be \$18,000.00 per two week period, payment commencing upon the assumption of duties as COO by Contractor. Additional Compensation and Payment Terms are set forth in Section V of Exhibit A.

### **IV. GENERAL CONDITIONS**

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions for Contract for Service-Sole Source.

### **V. EXHIBITS**

The Contract incorporates the following Exhibits attached hereto:

Exhibit A: Statement of Work.

### **VI. ORDER OF PRECEDENCE**

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I: Contract for Service;
- (2) Part II: General Conditions;
- (3) Exhibit A: Statement of Work;
- (4) Economic Disclosure and Execution Document

**END OF PART I**

## EXHIBIT A

### STATEMENT OF WORK

#### I. PROVISION OF CHIEF OPERATING OFFICER SERVICES

The Sibery Group, LLC ("TSG") will provide an Interim Chief Operating Officer ("COO") for the Cook County Health and Hospitals System ("System"). TSG will assign Anthony J. Tedeschi, MD, MPH, MBA to provide the interim COO services to the System. The COO will report directly to the Chief Executive Officer of the System.

#### II. ACCOUNTABILITY

Dr. Anthony J. Tedeschi will render full-time professional services to the System in the capacity of Chief Operating Officer of the Cook County Health and Hospitals System. Dr. Tedeschi will, at all times, faithfully, industriously and to best of his ability, perform all the duties set forth in the policy statements of the System. It is understood that these duties will include, but are not limited to, those assigned duties that would be substantially the same as those of a chief operating officer of a healthcare or other business corporation. The COO is hereby vested with authority to act on behalf of the System in keeping with policies adopted by the Cook County Health and Hospitals System Board ("System Board"), as amended from time to time.

Dr. Tedeschi shall report to the Chief Executive Officer ("CEO") of the System. At the CEO's discretion, Dr. Tedeschi and the CEO shall participate in weekly meetings wherein they will coordinate weekly schedules and discuss the progress of the goals set forth below. Dr. Tedeschi shall attend the meetings of the System Board. Dr. Tedeschi shall provide regular progress reports to the CEO and to the System Board concerning the status of the goals set forth below. Dr. Tedeschi, in conjunction with the CEO and the System Board, will establish timelines for the accomplishment of the goal, as needed.

#### III. TERMS AND CONDITIONS

Dr. Tedeschi will work, on a full time basis (on average forty hours per week) as COO for a twelve month period, through June 30, 2010, or twelve months from the commencement of Dr. Tedeschi's service, whichever is later. TSG shall make Dr. Tedeschi available to commence his duties as COO as soon as reasonably possible after the execution of this Contract. In the event TSG is unable to provide COO services on full-time basis for a particular four week period, TSG shall provide notice and, if necessary, provide a pro-rata reduction in fees for any time missed that is not made up in the billing period.

#### IV. GOALS, DUTIES, DELIVERABLES AND PROJECTS

The following are the goals, duties, deliverables and projects of TSG under this Contract:

- A. **Outside Consultants:** Coordinate the work of outside consultants working within the System.

- B. Assessment of Affiliates Senior Leadership:** Assess and mentor the leadership at all levels of the System with particular focus on the operating sites senior leadership and provide feedback to the CEO.
- C. Participation in Strategic Planning:** As determined by the CEO, participate in the Strategic Planning process and attend Board and Board Committee meetings.
- D. Development of Accountability:** Initiate the development of a culture of accountability and develop tools which will serve to reinforce this cultural attribute.
- E. Development of Service:** Identify service areas and focus on service excellence and culture development.
- F. Participation in Personnel Decisions:** Play a central role in the 900 FTE work force reductions that are required by the end of 2009.
- G. Other Activities and Projects:** Undertake other activities and projects consistent with the role of COO as directed by the CEO.

#### **V. ADDITIONAL COMPENSATION AND PAYMENT TERMS.**

This paragraph supplements the terms and conditions set forth in Part I, Paragraph III, Compensation and Payment. Contractor shall submit invoices to the System in triplicate on County Invoice Form 29A on a bi-weekly basis. The System shall have the right to examine the relevant books of Contractor for the purpose of auditing the same with reference to all charges made to the County. In the event Contractor receives payment under this Contract, reimbursement for which is later disallowed by the System pursuant to the provisions of Part II - General Conditions, Contractor shall promptly refund the disallowed amount to the County on request. The System will make payment to TSG within forty-five (45) days of receipt of the County Invoice Form 29A.

#### **VI. RELATIONSHIP PARTNER**

Dr. Tedeschi will serve as the Engagement Partner for TSG. TSG will also assign a Relationship Partner as an individual the System may approach regarding TSG's performance if the System cannot reach a resolution with Dr. Tedeschi. Donald C. Sibery, President and Managing Partner of The Sibery Group, LLC, will serve in this capacity.

#### **VII. FUTURE PROPOSALS**

Entering into this Contract will not limit or restrict in any way TSG's ability to respond to and be considered for any subsequent RFPs that may be issued by the System for consulting services or other services that the System might require and that TSG might provide. In the event that TSG responds to an RFP or in any manner submits a Proposal to the System, such employee of TSG

providing Services under this Contract must recuse himself and not participate on behalf of the System in any regard to such response to an RFP, Proposal or any contract or transaction that arises out of an RFP or Proposal unless the System Board waives the conflict pursuant to Cook County Code of Ordinances, Section 38-37(b).

#### **VIII. BUSINESS ASSOCIATES AGREEMENT**

The Sibery Group, LLC will execute a Business Associates Agreement pursuant to Health Insurance Portability and Accountability Act of 1996 upon presentation to it.

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #5

**COOK COUNTY HEALTH AND HOSPITAL SYSTEM****Request to Enter Into & Execute Contract****APPROVED**

JUN 26 2009

BY BOARD OF  
DIRECTORS OF THE COOK COUNTY  
HEALTH AND HOSPITALS SYSTEM

**Date:** June 1, 2009

**Sponsor:** David Soglin, M.D.  
Chairman, Department of Pediatrics

**Operating Unit:** Department of Pediatrics, John H. Stroger, Jr. Hospital of Cook County.

**Description Of Services:** Requesting authorization to enter into and execute a contract with Geetha Cattamanchi, M.D. (13000 Seneca Drive; Palos Heights, IL 60463) for neonatology Resuscitation services on behalf of the Cook County System of Health Services at Roseland Hospital. This includes pediatric services from 10-01-08 to 09-30-11.

**Justification for This Contract:** This service is needed to provide Roseland Hospital with neonatology resuscitation services as part of our responsibility as a perinatal center and because of our long standing commitment to Roseland. As part of the network, babies requiring neonatal intensive care services and high risk mothers are transported to Stroger Hospital for medical services.

**Cost of Contract And Terms:** \$150,000.00 from 10/01/08 to 09/30/09  
\$150,000.00 from 10/01/09 to 09/30/10  
\$150,000.00 from 10/01/10 to 09/30/11

**Budget Info:** 897/272  
Total fiscal impact \$450,000.00

**Signatures:**

CCHHS Chief Financial Officer Pitt Colbin / JB 6/18/09

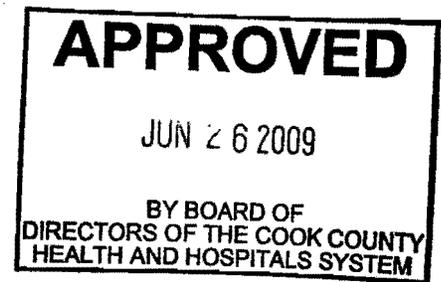
CCHHS Director Of Purchasing [Signature]

CCHHS Chief Operating Officer [Signature]

JHSH Chief Financial Officer [Signature]

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #6



Transmitting a Communication, dated June 22, 2009 from

RAYMOND MULDOON, Director, Real Estate Management Division

Respectfully requesting approval of a Second Amendment to Lease between Chicago Title Land Trust Company under Trust #10328 and Michael Adams and Armando Gonzales, Beneficiary(s) as (Landlord) and the County of Cook, as (Tenant). The Cook County Board of Commissioners approved the Original Lease on August 6, 1998 and a First Amendment to Lease on December 16, 2003. The Premises, in Cook County District # 7 known as the Cicero Health Center located at 5912 W. Cermak Road, Cicero, is currently occupied by the Ambulatory & Community Health Network and the Cook County Department of Public Health.

The Ambulatory & Community Health Network will continue to utilize the premises for a primary health care clinic. The clinic also houses a Women, Infant and Child (WIC) program operated by the Cook County Department of Public Health. Details are:

**Landlord:** Chicago Title Land Trust Company under Trust #10328,  
Michael Adams and Armando Gonzales

**Tenant:** County of Cook

**Using Agency:** Ambulatory & Community Health Network and the Cook County  
Department of Public Health.

**Location:** 5912 W. Cermak Road, Cicero, Illinois 60804

**Term:** 11/1/2009 – 10/31/2012

**Termination:** 90 days prior written notice by Tenant

**Space Occupied:** 8,500 square feet

**Base Rent:**

11/01/09 – 10/31/10	\$12,969.58 per month / \$155,634.96 Annually
11/01/10 – 10/31/11	\$13,359.17 per month / \$160,310.04 Annually
11/01/11 – 10/31/12	\$13,762.92 per month / \$165,155.04 Annually

Approval of this item will commit Fiscal Years 2009, 2010, 2011 and 2012 funds

Approval is recommended.

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #7

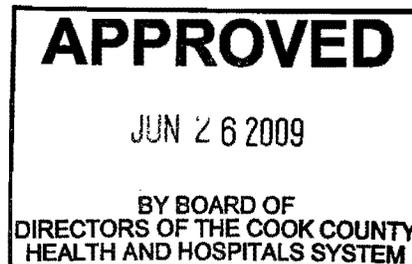


OFFICE OF THE PRESIDENT  
**BOARD OF COMMISSIONERS OF COOK COUNTY**  
 118 NORTH CLARK STREET  
 CHICAGO, ILLINOIS 60602  
 (312) 603-6400  
 TDD (312) 603-5255

**TODD H. STROGER**  
 PRESIDENT

June 19, 2009

Honorable Members of the Cook County  
 Health and Hospitals System Board  
 1900 West Polk Street, Suite 220  
 Chicago, IL 60612



Ladies and Gentlemen:

Please be advised that I hereby appoint William Foley, Chief Executive Officer of the Health and Hospitals System, to the CORE Foundation, to fulfill the vacancy left by the resignation of Dr. Robert Simon, for a term to begin immediately and expire December 31, 2010.

I submit this communication for your approval.

Sincerely,

Todd H. Stroger  
 President



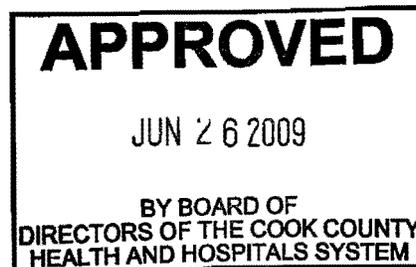
Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #8



OFFICE OF THE PRESIDENT  
BOARD OF COMMISSIONERS OF COOK COUNTY  
118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-6400  
TDD (312) 603-5255

TODD H. STROGER  
PRESIDENT



June 22, 2009

Honorable Members of the Cook County  
Health and Hospitals System Board  
1900 West Polk Street, Suite 220  
Chicago, Il 60612

Ladies and Gentlemen:

Please be advised that pursuant to § 4.2 of Article IV of the Bylaws of the CORE Foundation, I hereby appoint William P. Tuggle as a non-voting, *ex officio* Director of the CORE Foundation for a term to begin immediately and expire December 31, 2011.

I submit this communication for your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd H. Stroger".

Todd H. Stroger  
President



Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #9

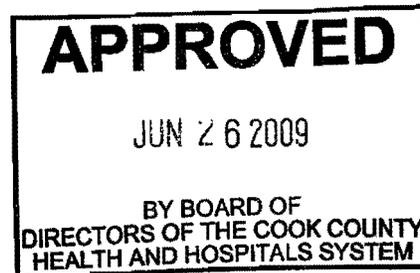


OFFICE OF THE PRESIDENT  
**BOARD OF COMMISSIONERS OF COOK COUNTY**  
118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-6400  
TDD (312) 603-5255

**TODD H. STROGER**  
PRESIDENT

June 19, 2009

Honorable Members of the Cook County  
Health and Hospitals System Board  
1900 West Polk Street, Suite 220  
Chicago, IL 60612



Ladies and Gentlemen:

Please be advised that I hereby appoint Lucy Robles-Aquino to the CORE Foundation, to fulfill the vacancy left by the resignation of William P. Tuggle for a term to begin immediately and expire December 31, 2011.

I submit this communication for your approval.

Sincerely,

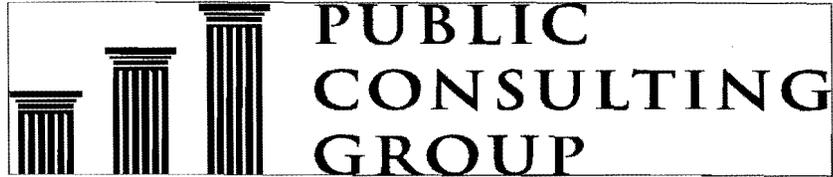
A handwritten signature in black ink, appearing to read "Todd H. Stroger". The signature is written in a cursive style with a long horizontal line extending to the right.

Todd H. Stroger  
President



Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #10



Cook County, Illinois  
Bureau of Health Services  
Revenue Cycle Service  
GME and IME Auditing and Review  
Data Request

Fiscal Year	Item	Stroger	Oak Forest	Provident
2005	Medicare Cost Report	✓	✓	✓
2005	IRIS Diskette	✓	✓	✓
2005	Intern and Resident Rotation Schedules	✓	✓	✓
2005	Intern and Resident Profile	✓	✓	✓
2005	Intern and Resident Crossover Reports from Medicare Fiscal Intermediary	✓		
2005	Intern and Resident Affiliation Agreements	✓	✓	✓
2006	Medicare Cost Report	✓	✓	✓
2006	IRIS Diskette	✓	✓	
2006	Intern and Resident Rotation Schedules	✓	✓	✓
2006	Intern and Resident Profile	✓	✓	✓
2006	Intern and Resident Crossover Reports from Medicare Fiscal Intermediary	✓		
2006	Intern and Resident Affiliation Agreements	✓	✓	✓
2007	Medicare Cost Report	✓	✓	✓
2007	IRIS Diskette	✓	✓	✓
2007	Intern and Resident Rotation Schedules	✓	✓	✓
2007	Intern and Resident Profile	✓	✓	✓
2007	Intern and Resident Crossover Reports from Medicare Fiscal Intermediary	N/A	N/A	N/A
2007	Intern and Resident Affiliation Agreements	✓	✓	✓
2008	Medicare Cost Report	✓	✓	✓
2008	IRIS Diskette	✓	✓	✓
2008	Intern and Resident Rotation Schedules	New Innovations	New Innovations	New Innovations
2008	Intern and Resident Profile	✓	✓	✓
2008	Intern and Resident Crossover Reports from Medicare Fiscal Intermediary	N/A	N/A	N/A
2008	Intern and Resident Affiliation Agreements	✓	✓	✓

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #11

COOK COUNTY HEALTH AND HOSPITALS SYSTEM  
Schedule of Strategic Planning Focus Group Meetings with County Commissioners

	(SB AM)	(CB AM)				
	7/13 P.M.	7/16 P.M.	7/20 P.M.	7/21 P.M.	7/23 P.M.	Location:
Stroger	1:00 P.M.					69 West Washington, 34th Floor Conference Room
Daley	1:00 P.M.					
Gainer	1:00 P.M.					
Suffredin	1:00 P.M.					
Silvestri		1:00 P.M.				69 West Washington, 34th Floor Conference Room
Gorman		1:00 P.M.				
Schneider		1:00 P.M.				
Goslin		1:00 P.M.				
Steele				2:00 P.M.		69 West Washington, 34th Floor Conference Room
Moreno				2:00 P.M.		
Sims				2:00 P.M.		
Murphy				2:00 P.M.		
Beavers					1:00 P.M.	69 West Washington, 22nd Floor Conference Room
Collins					1:00 P.M.	
Butler					1:00 P.M.	
Maldonado					1:00 P.M.	
Claypool				9:30 A.M.		(Commissioner Claypool's Office) 118 N. Clark Street, Room 567
Peraica			2:00 P.M.			(Commissioner Peraica's Office) 118 N. Clark Street, Room 567

## STRATEGIC PLANNING TOWNHALL MEETINGS

The Cook County Health & Hospitals Strategic Planning Committee is working with the Healthcare Consortium of Illinois and a taskforce of key stakeholders to plan a series of town hall meetings aimed at engaging constituents in all geographical locations of Cook County in our strategic planning process.

The purpose of the town hall meetings is to gather input from agencies, community and faith-based organizations, population groups of homeless, immigrants, substance abusers, mentally ill, recently uninsured, and ex-offenders who regularly use county services. Through the use of questionnaires, the meetings will illicit data on perceptions, unmet needs, priority of core services, and vision to be included in the final strategic planning document.

We also plan to schedule future town hall meetings in the fall to review the draft strategic plan prior to Board approval.

<u>Area</u>	<u>Location/Hospital</u>	<u>Date</u>
South Suburbs	Oak Forest Hospital South Suburban College 15800 South State Street South Holland, Illinois CONFIRMED	July 27, 2009
South	Provident Chicago Urban League 4510 south Michigan Chicago Illinois CONFIRMED	August 3, 2009
Central	Stroger Malcolm X College 1900 West Van Buren Chicago, Illinois	August 6, 2009

**CONFIRMED****Northeast  
TENTATIVE****Truman College****August 13, 2009****Northwest  
TENTATIVE****Oakton College****August 17, 2009****West Suburbs  
TENTATIVE****Location TBD****August 24, 2009**

Cook County Health and Hospitals System  
Report of the Meeting of the Board of Directors  
June 26, 2009

ATTACHMENT #12

## Settlement Agreement and Mutual Release

### Parties

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered into by the following Parties: Chamberlin Edmonds & Associates, Inc. (“Contractor”) and the County of Cook, a body politic and corporate of the State of Illinois (“County”) through the Cook County Health and Hospital Systems Board (CCHHS).

### Recitals

Whereas, the County and the Contractor entered into a written contract (No. 06-41-588) whereby, from July 1, 2006 through June 30, 2009, the Contractor would (1) provide SSI/SSDI application assistance to patients in CCHHS hospitals so as to secure a favorable Medicaid eligibility determinations, and (2) process claims for Medicaid reimbursements, and the Contractor would be compensated, in part, by receiving a percentage of the revenue it recovered for the County (“Contract”), and

Whereas, the State of Illinois entered into a revised state plan reducing the reimbursement rate used to compensate the County for treatment provided to Medicaid patients, retroactive to July 1, 2008, and

Whereas, the County contends that the Contractor owes the County a refund because the Contract pegs the Contractor’s fee, in part, to a certain percentage of the revenue actually received by the County, and

Whereas, the Contractor has raised certain counterclaims against the County, such as that the Contractor is owed an offset for (1) certain payments not yet received for emergency room visits, (2) underpayments based on the CCHHS’s use of an incorrect rate for a certain period of time, and (3) underpayments caused by the CCHHS’s failure to perform certain obligations – thus thwarting the Contractor’s ability to perform, and consequently its ability to earn income, and

Whereas, the Parties wish to resolve all outstanding claims and wish to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims,

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefore being acknowledged, the County and the Contractor agree as follows:

### Terms and Conditions

The aforementioned recitals are incorporated herein as an integral part of this Agreement.

In consideration of the Contractor's release of claims, as set forth in the paragraph below, the County hereby releases, waives, expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the Contractor under the Contract for a refund of overpayments which the County contends it is due from the Contractor based on the retroactive change in the State of Illinois' Medicaid reimbursement rates applicable to Cook County. .

In consideration of the County's release of claims, as set forth in the paragraph above, the Contractor hereby releases, waives expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the County under the Contract, including but not limited to, claims for (1) alleged payments not yet received for emergency room visits, (2) alleged underpayments based on the CCHHS's use of an incorrect rate for a certain period of time, and (3) alleged underpayments cause by the CCHHS's alleged failure to perform certain obligations.

This Agreement, its execution and implementation shall not in any respect be construed or be deemed admissible in any proceeding as evidence of an admission by either party that the settlement represents amounts due and owing to the other party under the contract. Rather, this Agreement is entered into solely for the purpose of compromise and in an effort to resolve fully all matters related to or arising out of the subject matter of this Agreement. This Agreement is neither an admission of liability by either Party, nor a concession that its claims are not well founded.

This Agreement is solely for the benefit of the County and the Contractor. The parties do not intend by any provision of the Agreement to create any rights under this Agreement or otherwise upon anyone other and the County and the Contractor.

Contractor warrants and represents that it has not assigned any of the claims released in this Agreement. Contractor warrants that no other person or entity has, or has had, an interest in the claims, demands, obligations, or causes of action referred to in this Agreement.

This Agreement constitutes the whole of the understanding, discussions, and agreement by and between the County and the Contractor with respect to the subject matter of the Agreement. The terms and provisions of the Agreement are contractual and not mere recital. The County and the Contractor acknowledge that there have been no oral, written or other

agreements of any kind as a condition precedent to induce the execution and delivery of this Agreement. Any written or oral discussion conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

In the event that one or more provisions of the Agreement shall be declared to be invalid illegal or unenforceable in any respect, the enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the County and the Contractor.

Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. However, in any action brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

It is understood and agreed by the County and the Contractor that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

The parties, by execution of the Agreement warrant and represent that they have been fully informed and have knowledge of the terms, conditions and effects of this Agreement, and that this Agreement is executed without reliance upon any statement or representations by or on behalf of the parties hereto except as contained herein. Each party represent that it has entered into this Agreement freely, voluntarily and without any duress or compulsion. This Agreement has been executed with the full power and authority by the Parties and is fully binding on the Parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

In witness hereof, the parties do, by signing this Agreement, consent to and intend to be bound by the terms in each every respect and agree to perform the obligations assumed herein.

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The County of Cook**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged by CCHHS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Settlement Agreement and Mutual Release**

### **Parties**

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into by the following Parties: Great Lakes Medicaid, Inc. ("Contractor") and the County of Cook, a body politic and corporate of the State of Illinois ("County") through the Cook County Health and Hospital Systems Board (CCHHS).

### **Recitals**

Whereas, the County and the Contractor entered into a written contract (No. 06-41-591) whereby, from July 1, 2006 through June 30, 2009, the Contractor would assist patients in CCHHS hospitals to apply for Medicaid Assistance and process claims for Medicaid reimbursements, and the Contractor would be compensated, in part, by receiving a percentage of the revenue it recovered for the County ("Contract"), and

Whereas, the State of Illinois entered into a revised state plan reducing the reimbursement rate used to compensate the County for treatment provided to Medicaid patients, retroactive to July 1, 2008, and

Whereas, the County contends that the Contractor owes the County a refund because the Contract pegs the Contractor's fee, in part, to a certain percentage of the revenue actually received by the County, and

Whereas, the Contractor has raised certain counterclaims against the County, such as that the Contractor is owed an offset for (1) certain payments not yet received for emergency room visits, (2) underpayments based on the CCHHS's use of an incorrect rate for a certain period of time, and (3) underpayments caused by the CCHHS's failure to perform certain obligations – thus thwarting the Contractor's ability to perform, and consequently its ability to earn income, and

Whereas, the Parties wish to resolve all outstanding claims and wish to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims,

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefore being acknowledged, the County and the Contractor agree as follows:

### Terms and Conditions

The aforementioned recitals are incorporated herein as an integral part of this Agreement.

In consideration of the Contractor's release of claims, as set forth in the paragraph below, the County hereby releases, waives, expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the Contractor under the Contract for a refund of overpayments which the County contends it is due from the Contractor based on the retroactive change in the State of Illinois' Medicaid reimbursement rates applicable to Cook County. .

In consideration of the County's release of claims, as set forth in the paragraph above, the Contractor hereby releases, waives expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the County under the Contract, including but not limited to, claims for (1) alleged payments not yet received for emergency room visits, (2) alleged underpayments based on the CCHHS's use of an incorrect rate for a certain period of time, and (3) alleged underpayments cause by the CCHHS's alleged failure to perform certain obligations.

This Agreement, its execution and implementation shall not in any respect be construed or be deemed admissible in any proceeding as evidence of an admission by either party that the settlement represents amounts due and owing to the other party under the contract. Rather, this Agreement is entered into solely for the purpose of compromise and in an effort to resolve fully all matters related to or arising out of the subject matter of this Agreement. This Agreement is neither an admission of liability by either Party, nor a concession that its claims are not well founded.

This Agreement is solely for the benefit of the County and the Contractor. The parties do not intend by any provision of the Agreement to create any rights under this Agreement or otherwise upon anyone other and the County and the Contractor.

Contractor warrants and represents that it has not assigned any of the claims released in this Agreement. Contractor warrants that no other person or entity has, or has had, an interest in the claims, demands, obligations, or causes of action referred to in this Agreement.

This Agreement constitutes the whole of the understanding, discussions, and agreement by and between the County and the Contractor with respect to the subject matter of the Agreement. The terms and provisions of the Agreement are contractual and not mere recital. The County and the Contractor acknowledge that there have been no oral, written or other

agreements of any kind as a condition precedent to induce the execution and delivery of this Agreement. Any written or oral discussion conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

In the event that one or more provisions of the Agreement shall be declared to be invalid illegal or unenforceable in any respect, the enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the County and the Contractor.

Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. However, in any action brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

It is understood and agreed by the County and the Contractor that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

The parties, by execution of the Agreement warrant and represent that they have been fully informed and have knowledge of the terms, conditions and effects of this Agreement, and that this Agreement is executed without reliance upon any statement or representations by or on behalf of the parties hereto except as contained herein. Each party represent that it has entered into this Agreement freely, voluntarily and without any duress or compulsion. This Agreement has been executed with the full power and authority by the Parties and is fully binding on the Parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

In witness hereof, the parties do, by signing this Agreement, consent to and intend to be bound by the terms in each every respect and agree to perform the obligations assumed herein.

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The County of Cook**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged by CCHHS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Settlement Agreement and Mutual Release**

### **Parties**

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into by the following Parties: Eligibility Services, Inc. ("Contractor") and the County of Cook, a body politic and corporate of the State of Illinois ("County") through the Cook County Health and Hospital Systems Board (CCHHS).

### **Recitals**

Whereas, the County and the Contractor entered into a written contract (No. 06-41-590) whereby, from July 1, 2006 through June 30, 2009, the Contractor would assist patients in CCHHS hospitals to apply for Medicaid Assistance and process claims for Medicaid reimbursements, and the Contractor would be compensated, in part, by receiving a percentage of the revenue it recovered for the County ("Contract"), and

Whereas, the State of Illinois entered into a revised state plan reducing the reimbursement rate used to compensate the County for treatment provided to Medicaid patients, retroactive to July 1, 2008, and

Whereas, the County contends that the Contractor owes the County a refund because the Contract pegs the Contractor's fee, in part, to a certain percentage of the revenue actually received by the County, and

Whereas, the Contractor has raised certain counterclaims against the County, such as that the Contractor is owed an offset for (1) certain payments not yet received for emergency room visits, (2) underpayments based on the CCHHS's use of an incorrect rate for a certain period of time, and (3) underpayments caused by the CCHHS's failure to perform certain obligations – thus thwarting the Contractor's ability to perform, and consequently its ability to earn income, and

Whereas, the Parties wish to resolve all outstanding claims and wish to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the above claims,

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefore being acknowledged, the County and the Contractor agree as follows:

### **Terms and Conditions**

The aforementioned recitals are incorporated herein as an integral part of this Agreement.

In consideration of the Contractor's release of claims, as set forth in the paragraph below, the County hereby releases, waives, expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the Contractor under the Contract for a refund of overpayments which the County contends it is due from the Contractor based on the retroactive change in the State of Illinois' Medicaid reimbursement rates applicable to Cook County. .

In consideration of the County's release of claims, as set forth in the paragraph above, the Contractor hereby releases, waives expressly, unconditionally acquits, and forever discharges the Contractor, its employees, officials, and agents, successors and assigns of and from any and all claims, rights, demands, obligations and/or causes of action whatsoever kind or nature at law or in equity whether known or unknown and foregoes any and all claims it may have against the County under the Contract, including but not limited to, claims for (1) alleged payments not yet received for emergency room visits, (2) alleged underpayments based on the CCHHS's use of an incorrect rate for a certain period of time, and (3) alleged underpayments cause by the CCHHS's alleged failure to perform certain obligations.

This Agreement, its execution and implementation shall not in any respect be construed or be deemed admissible in any proceeding as evidence of an admission by either party that the settlement represents amounts due and owing to the other party under the contract. Rather, this Agreement is entered into solely for the purpose of compromise and in an effort to resolve fully all matters related to or arising out of the subject matter of this Agreement. This Agreement is neither an admission of liability by either Party, nor a concession that its claims are not well founded.

This Agreement is solely for the benefit of the County and the Contractor. The parties do not intend by any provision of the Agreement to create any rights under this Agreement or otherwise upon anyone other and the County and the Contractor.

Contractor warrants and represents that it has not assigned any of the claims released in this Agreement. Contractor warrants that no other person or entity has, or has had, an interest in the claims, demands, obligations, or causes of action referred to in this Agreement.

This Agreement constitutes the whole of the understanding, discussions, and agreement by and between the County and the Contractor with respect to the subject matter of the Agreement. The terms and provisions of the Agreement are contractual and not mere recital. The County and the Contractor acknowledge that there have been no oral, written or other

agreements of any kind as a condition precedent to induce the execution and delivery of this Agreement. Any written or oral discussion conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

In the event that one or more provisions of the Agreement shall be declared to be invalid illegal or unenforceable in any respect, the enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the County and the Contractor.

Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. However, in any action brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

It is understood and agreed by the County and the Contractor that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

The parties, by execution of the Agreement warrant and represent that they have been fully informed and have knowledge of the terms, conditions and effects of this Agreement, and that this Agreement is executed without reliance upon any statement or representations by or on behalf of the parties hereto except as contained herein. Each party represent that it has entered into this Agreement freely, voluntarily and without any duress or compulsion. This Agreement has been executed with the full power and authority by the Parties and is fully binding on the Parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

In witness hereof, the parties do, by signing this Agreement, consent to and intend to be bound by the terms in each every respect and agree to perform the obligations assumed herein.

**Contractor**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The County of Cook**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Acknowledged by CCHHS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_