

Minutes of the meeting of the Board of Directors of the Cook County Health and Hospitals System held Friday, May 31, 2013 at the hour of 8:00 A.M. at 1900 West Polk Street, in the Second Floor Conference Room, Chicago, Illinois.

I. Attendance/Call to Order

Chairman Carvalho called the meeting to order; however, a quorum was not present. The Board continued to receive information until approximately 8:25 A.M.; at this time, a quorum was reached, and the Board began to consider the items presented.

Present: Chairman David Carvalho, Vice Chairman Jorge Ramirez and Directors Luis Muñoz, MD, MPH; Heather E. O'Donnell, JD, LL.M.; Carmen Velasquez; and Dorene P. Wiese, EdD (6)

Absent: Directors Hon. Jerry Butler; Edward L. Michael; and Reverend Calvin S. Morris, PhD (3)

Additional attendees and/or presenters were:

Gina Besenhofer – System Director of Supply Chain Management

Patrick T. Driscoll, Jr. – State's Attorney's Office

Claudia Fegan, MD – Executive Medical Director/Medical Director Stroger Hospital

Randolph Johnston – System Associate General Counsel

Gladys Lopez – System Chief of Human Resources

John Philbin – Strategic Talent Solutions

Ram Raju, MD, MBA, FACS, FACHE – Chief Executive Officer

Elizabeth Reidy – System General Counsel

Sarah Rusakiewicz – Strategic Talent Solutions

Deborah Santana – Secretary to the Board

John Jay Shannon, MD – Chief of Clinical Integration

II. Public Speakers

Chairman Carvalho asked the Secretary to call up on the registered speakers.

The Secretary called upon the following registered speakers:

1. George Blakemore Concerned Citizen
2. Dr. Rahman Former Employee (written testimony included – Attachment #1)

III. Board and Committee Reports

A. Minutes of the Board of Directors Meeting, April 26, 2013

Director Muñoz, seconded by Director O'Donnell, moved the approval of the Minutes of the Board of Directors Meeting of April 26, 2013. THE MOTION CARRIED UNANIMOUSLY.

B. **Minutes of the Quality and Patient Safety Committee Meeting, May 22, 2013

Dr. John Jay Shannon, Chief of Clinical Integration, provided an overview of the report received at the Quality and Patient Safety Committee regarding the Ambulatory Patient Satisfaction Survey.

III. Board and Committee Reports

B. **Minutes of the Quality and Patient Safety Committee Meeting, May 22, 2013 (continued)

Dr. Ram Raju, Chief Executive Officer, noted that this subject touches upon another subject that will be reviewed later in the meeting, regarding the Management Training Program. On the front-line level, a few months ago, he had presented to the Board an overview of the Ambassador Program; under this Program, he invited front-line staff to present to him their ideas for some patient experience enhancement initiatives. One of the initiatives that developed from the Program relates to the GMC Clinic - the front-line staff worked together and reduced a twelve step process to a three step process, so that the wait time could be reduced. So, at various levels, the administration is kick-starting the process at the highest level. The Board will hear information later in the meeting about how the middle managers are going to be trained through the Management Training Program / Cook County University. The administration will empower the front line staff so that they come up with innovative solutions to increase the patient satisfaction.

Dr. Shannon stated that, with regard to capacity, when one reviews both the primary care and specialty care ambulatory slots, one finds that the productivity in those clinics is probably pretty good. Upon review of the number of scheduled slots, it is found that a number of those scheduled slots are not filled – this leads to a presumption that there must be a lot of excess capacity in the System. However, it turns out that the proportion of unused or unfilled schedule spots is in most cases exactly matched and in some cases surpassed by the number of people who walk in to the clinic, either because they were told that is the best way to get in, or because they felt that they had no other choice and could not wait any longer. Having an electronic record system implemented helps to address this, but this issue still shows an inefficiency and a disconnect between what the patients need and what the clinics are providing at the right time.

The Board discussed the subject of productivity and volume, as it relates to new patients versus current patients. Dr. Shannon stated that, as the System tries to build up capacity and operational efficiencies that will improve capacity, one cannot be naïve about the fact that the System has a significant number of patients who are seen in specialty care who do not have a primary care site or place to go; alternatively, these patients may have an option in their neighborhood to go to a Federally Qualified Health Center (FQHC), but it may not have some of the same things that the patients are used to receiving, such as access to medications or differences in their cost structure that make it challenging for the patient. He stated that it is absolutely the case that the administration will have to look at and continue to improve that new to follow-up patient relationship, particularly in the specialty clinics. In addition to that, the administration will have to look at other measures of how well it is doing with the management of its current patients. For example, there are approximately 25,000 adult diabetic patients in the System. Staff needs to know, on average, how many times those people see their medical home. If that number is too low, it is likely that those patients will be seen later down the road in the emergency room or in the hospital. As the System is developing the ability to count those things with the electronic record and patient registries, each of these will provide a slightly different window on how the System is doing in both primary care and specialty care.

The subject of co-pays was discussed. Chairman Carvalho noted that one of the problems, at least a couple of years ago, was that some of the FQHCs were going to a system of very significant co-pays for the uninsured. Director Velasquez stated that at Alivio Medical Center, which is an FQHC, there is a co-pay for services provided, because similar to the System, Alivio has to meet its goal of financial sustainability. She noted that there is a belief that services provided by the System are free – that is a culture that is very difficult to break. The patient has a responsibility also – they have an obligation in their healthcare and in the sustainability of the facility that they are using.

III. Board and Committee Reports

B. **Minutes of the Quality and Patient Safety Committee Meeting, May 22, 2013 (continued)

Dr. Shannon provided an example regarding the challenges experienced in the development of medical homes. The System is moving toward a team-based care model that has multiple different kinds of providers with various kinds of skill levels all working together around a panel of patients that are being managed in a proactive fashion. In the context of that, duties and tasks are assigned to different members of the team, so that people can practice at the top of their license and do what they do best, and at the same time there are team members doing whatever is needed for the patients' care. He stated that staff ran into a bit of a challenge when one member of that team reached out to do part of that activity and it was felt to be an incursion into the duties that had already been described for other staff members; there was a challenge related to whether that was appropriate. This is something that had been covered before staff went into the development of the medical home model, with leadership from both sides agreeing on the roles, responsibilities and job descriptions. This example is one of the kinds of growing pains that is experienced in an organization like this. He commended the physician and nursing leadership at that clinical site because they completely owned that challenge in their own backyard; they brought it to the administration's attention and they worked through it with their leadership.

Director Muñoz, seconded by Director O'Donnell, moved the approval of the Minutes of the Quality and Patient Safety Committee Meeting of May 22, 2013. THE MOTION CARRIED UNANIMOUSLY.

C. Minutes of the Finance Committee Meeting, May 24, 2013

During the presentation of the Minutes, Director O'Donnell indicated that one of the statistics that came to her attention at the meeting during the discussion of the financial reports was the average daily census at Provident Hospital, which is thirteen. She noted that this figure only takes into account people who are actually in the hospital on inpatient stays. She stated that she feels that this was a very troubling statistic; she encouraged the Board to go back to the Strategic Plan and think about implementing Phase II, and recommended that the Board have a serious discussion moving forward.

Director O'Donnell, seconded by Vice Chairman Ramirez, moved the approval of the Minutes of the Finance Committee Meeting of May 24, 2013. THE MOTION CARRIED UNANIMOUSLY.

D. Minutes of the Human Resources Committee Meeting, May 24, 2013

Vice Chairman Ramirez, seconded by Director Wiese, moved the approval of the Minutes of the Human Resources Committee Meeting of May 24, 2013. THE MOTION CARRIED UNANIMOUSLY.

IV. Action Items

Gina Besenhofer, System Director of Supply Chain Management, reviewed the requests presented for the Board's consideration under Items IV(A), IV(B), IV(C) and IV(E). The Board reviewed and discussed the requests.

Gladys Lopez, System Chief of Human Resources, provided additional information regarding the contractual request under Item IV(E). In response to a question from Chairman Carvalho regarding the number of vacancies that this request for temporary staffing would address, she stated that she did not have that information at hand, but could provide it to him following the meeting.

A. Contracts and Procurement Items (Attachment #2)

B. Request for authorization to enter into and execute an Intergovernmental Agreement between the Illinois Department of Public Health and the County of Cook, on behalf of its Cook County Health and Hospitals System and the Office of the County Clerk for Cook County (Attachment #3)

C. Request to amend previously approved item (Attachment #4)

On April 26, 2013, the CCHHS Board of Directors approved a request for authorization for the Board Chairman to enter into and execute a Lease Schedule, pursuant to the Replacement Master Lease Agreement with Banc of America Leasing and Capital Corp., LLC, for the leasing of a fully equipped modular office building. At the time the request was made, the estimated acquisition cost was \$500,000.00.

Respectfully request approval to amend the estimated maximum acquisition cost for this item to not exceed \$650,000.00.

D. Any items listed under Sections III, IV and VII

E. Supplemental Contract and Procurement Item (Attachment #5)

Vice Chairman Ramirez, seconded by Director Velasquez, moved the approval of the requests under Items IV(A), IV(B), IV(C) and IV(E). THE MOTION CARRIED.

Chairman Carvalho abstained and voted PRESENT on Item IV(B).

V. Report from Chairman of the Board

Chairman Carvalho briefly referenced information that has been recently provided regarding the proposed appointments of new Members of the Board; he expected that more information would follow at the June Board Meeting.

VI. Report from Chief Executive Officer (Attachment #6)

This item was taken out of order.

Dr. Raju provided an update on the following subjects: System Transformation; Legislative Update – SB26; Department of Volunteer Services; and Employee Recognition.

During the discussion of the Legislative Update, Chairman Carvalho stated that there is another proposal that has come up in Springfield in the last few days regarding an exclusive provider organization (EPO); an EPO is like a preferred provider organization (PPO) except that under an EPO, services provided out-of-network are not paid for. If an individual's employer offers this and the individual is a member of an EPO, the individual has to go to the entities that are part of the network; if the individual goes anywhere else, that facility will get paid \$0. That means that the System will have to have a defensive plan for that, because some individuals who are in EPOs may decide that their option outside of their network is to go to the County for what they think are "free" services. Chairman Carvalho noted that the subject of defensive strategies for this type of issue is planned for discussion at the next Board Meeting, but he had wanted to point out that a proposal is pending regarding EPOs.

A. Presentation on Management Training Program

Dr. Raju stated that the front-line managers are the backbone of the transformation; the administration needs to ensure that they understand what is required, and understand how to develop patient experience initiatives and service recovery activities very quickly if things do not go well. The System has received pro-bono help from Strategic Talent Solutions; their staff spent countless hours developing the curriculum for the Management Training Program. He introduced John Philbin and Sarah Rusakiewicz, of Strategic Talent Solutions, who provided an overview of the Program.

Mr. Philbin stated that this Program will take patient care managers through an initial curriculum of approximately five sessions, most of which will be half-day sessions, to help managers understand what they need to do in order to be more effective; this will give them more specific tools and will give them the opportunity to practice those skills.

Ms. Rusakiewicz presented information on how the training is being built and regarding some of the key topic areas for the training. She stated that their team is also going to assist in making sure that the administration of the training is sustainable. After the first session and administration is complete, training will be owned, coordinated and led internally by the Cook County Human Resources staff and some managers from the first cohort. Dr. Raju added that the training of two hundred managers will not happen in the next six months; it will take three years to completely implement.

Chairman Carvalho inquired regarding the expectations/plan for follow-up training. Ms. Rusakiewicz stated that they are getting the supervisor involved early, and getting them involved in knowing what the expected behavior changes are; additionally, they are giving them tools that can be a part of their feedback process to the manager on an ongoing basis that they can use year after year.

VII. Closed Session Items

A. Claims and Litigation

B. **Minutes of the Quality and Patient Safety Committee Meeting, May 22, 2013

Director Velasquez, seconded by Director O'Donnell, moved to recess the regular session and convene into closed session, pursuant to the following exceptions to the Illinois Open Meetings Act: 5 ILCS 120/2(c)(1), regarding "the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity," 5 ILCS 120/2(c)(11), regarding "litigation, when an action against, affecting or on behalf of the particular 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," 5 ILCS 120/2(c)(12), regarding "the establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member," and 5 ILCS 120/2(c)(17), regarding "the recruitment, credentialing, discipline or formal peer review of physicians or other health care professionals for a hospital, or other institution providing medical care, that is operated by the public body."

On the motion to recess the regular session and convene into closed session, a roll call was taken, the votes of yeas and nays being as follows:

Yeas: Chairman Carvalho, Vice Chairman Ramirez and Directors Muñoz, O'Donnell, Velasquez and Wiese (6)

Nays: None (0)

Absent: Directors Butler, Michael and Morris (3)

THE MOTION CARRIED UNANIMOUSLY.

Chairman Carvalho recessed the closed session to the call of the Chair, in order for the Board to continue receiving information on Items II, V and VI; following that activity, Chairman Carvalho reconvened the recessed closed session.

Chairman Carvalho declared that the closed session was adjourned. The Board reconvened into regular session.

VIII. Adjourn

As the agenda was exhausted, Chairman Carvalho declared the MEETING ADJOURNED.

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

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
David Carvalho, Chairman

Attest:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
Deborah Santana, Secretary

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #1

Date: May 30, 2013

Statement of Dr. Rahman for the meeting of the CCHHS Board of Directors – Friday, May 31, 2013 ^[1].

STATEMENT OF DR. RAHMAN:

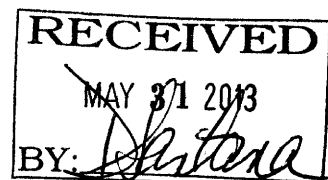
Chairman, Members of the Board of Directors, CEO, ladies and gentlemen, good morning!

My name is Dr. [REDACTED] Rahman and I am a former trainee resident employee of the [REDACTED]. I have completed three plus years of training in [REDACTED] at the hospital ^{[2][3]} after accepting an “out of match” offer by the hospital for the first year. Ninety percent ^[4] (90%) of my “overall evaluations” on record were either “exceeds expectations” or “meets expectations” for the assigned level of training. Only three rotations did not meet the hospitals expectations but the same specialty rotations done before and after generated favorable evaluations. Thereafter, I was put on probation that culminated in 100% ^[4] “overall” favorable evaluations for the level of third year as per documents. Besides the 12 evaluations for which the credits are given there are 22 more “overall” acceptable evaluations that are not being accounted for towards the final credits. In addition, during my stay I was also recognized for “outstanding teaching job”.

The documents on record confirm that I have completed the progressive level of training successfully in “good standing” as had been formally certified by the hospital earlier ^{[2][3][5]}. However, the most important and foremost aspect of this issue is the violation of the documents protected by the U.S. Federal Laws ^{[2][3]} and also other known policies and procedures in this case by the hospital ^{[2][3]}. Finally, I was given 12 months ^[6] of credits instead of 36 months ^[7].

For several years, now, I have been pointing out these issues to the County. I have been requesting the Board time to meet me to provide them situational awareness, present and discuss the facts and to solicit guidance and help so that this issue can be resolved at the earliest but in spite of my several requests the Board has maintained silence ^{[8][9]} despite the Chairman’s remark on March 28th of this year ^{[10][11]}. Some officials at the hospital, even at the instructions of the CEO, did not give me time for a meeting. I have now received a letter and some documents from the hospital but they do not conform fully to the documents on record ^{[2][3]} ^[5] and, therefore, the response is self-contradictory and incomplete. Obviously, without hearing me the conjecture of the Board or for that matter anyone else shall remain unfounded and unfair.

The Board has the ultimate power, resources and authority in this System. Recently my request to look into the matter was re-sent to the hospital personnel who have already given me their response in the past; obviously as I had concerns about their outlook I had approached the Board. The request is to the Board to get involved and look into the matter impartially now. After much waiting, today I am requesting the



MAY 30, 2013

Chairman of the Board, as the public official, to update me regarding the steps that have been taken by the Board to rectify the situation pursuant to my pointing out of the issues earlier in the following regards:

- 1) Suppression of my training credits by the violation of the already executed and enforced documents on record especially, including but not limited to, the U.S. Federal Government documents protected by the U.S. Federal Laws and award of training credits based upon them.
- 2) Direct the hospital and ensure that the complete response is furnished to the request through (i) the letter to the hospital dated February 28, 2013 ^[5] and (ii) the letter dated December 11, 2003 ^[3].
- 3) Steps that have been taken by the Board to investigate and resolve the matter in a nonpartisan and neutral manner to ensure fairness and accountability.
- 4) Permitting of a much requested, a sixty-minute meeting between the Board and myself at a mutually acceptable date and time for the reasons requested earlier ^[12].

I assure you my full reasonable cooperation in the matter. I understand the purpose of these meetings is to resolve the issues and I am sure that the Board will step forward to help me. However, should the Board not respond to my concerns indicated above by June 15, 2013 I shall be forced to believe automatically that the Board is not interested to look into the matter and have nothing to offer. I shall be pleased to answer any questions that you may have at this time.

Thank you for listening to me today.

ANNOTATIONS:

For the convenience of the Board please also refer to other letters and correspondence sent for details as referred elsewhere. See/note the following:

^[1] To Secretary of the Board for distribution to the Directors of the Board.

^[2] Already executed and enforced IAP-66s on record - the U.S. Federal Government legal documents protected by the U.S. Federal Laws.

^[3] Letter to the Board dated December 11, 2003.

^[4] Rounded or approximate.

^[5] Letter to the Chair, DPER dated February 28, 2013.

^[6] 12 months for the AB ■ and 18 months for the licensures.

^[7] 36 months of credits are required to be eligible to sit for the AB ■ examination and matriculation from the program.

^[8] Letter to the Board dated May 3, 2013.

^[9] Request through the e-mail to the CEO – CCHHS, dated December 13, 2012, "...to convene and chair an immediate meeting of the concerned at the level of the hospital to discuss and resolve the issues at the earliest."

^[10] Letter to the Board dated March 27, 2013.

^[11] Letter to the Board dated March 28, 2013.

^[12] Alternatively with the Chairman of the Board. In both instances in the presence of the CEO of the System.

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #2

COOK COUNTY HEALTH AND HOSPITALS SYSTEM

ITEM IV(A)

MAY 31, 2013 BOARD OF DIRECTORS MEETING

CONTRACTS AND PROCUREMENT ITEMS

Request #	Vendor	Service or Product	Fiscal Impact	Affiliate / System	Begins on Page #
Extend and Increase Contract					
1	Abbott Diabetes Care Sales Corporation	Product and Service - blood glucose monitors for glucose testing	\$280,480.00	SHCC	2

Cook County Health & Hospitals System

BOARD APPROVAL REQUEST

SPONSOR: Joanne Dulski, Director Laboratory Rhonda Yates, Director of Pharmacy		EXECUTIVE SPONSOR: John Jay Shannon, M.D., Chief of Clinical Integration/Interim Executive Director Clinical Shared Services	
DATE: 05/14/2013		PRODUCT / SERVICE: Product and Service- Blood Glucose Monitors for Glucose Testing	
TYPE OF REQUEST: Extend and Increase		VENDOR / SUPPLIER: Abbott Diabetes Care Sales Corporation, Abbott Park, IL	
ACCOUNT: 897-365 Pathology- Inpatient 897-361 Pharmacy-Outpatient Total		FISCAL IMPACT: \$64,000.00 \$216,480.00 \$280,480.00	
CONTRACT PERIOD: 06/01/2013 thru 08/31/2013		GRANT FUNDED /RENEWAL AMOUNT: N/A	
CONTRACT NUMBER: 07-15-180H		COMPETITIVE SELECTION METHODOLOGY: <input checked="" type="checkbox"/> BID	
NON-COMPETITIVE SELECTION METHODOLOGY: [SOLE SOURCE]			

PRIOR CONTRACT HISTORY:

This contract provides blood glucose monitors needed for bedside testing at Stroger and Provident Hospitals as well as Oak Forest Health Center, Cermak Health Services and the Ambulatory and Community Health Network. The original contract was approved by the Cook County Health and Hospitals System Board on 06/05/2007 in the amount of \$864,000.00 for a 36 month period. The contract was increased in the amount \$86,400.00 for the time period of 12/01/2011 thru 7/31/2012. The contract was subsequently extended from 08/01/2012 thru 05/31/2013 with no increase in cost to the contract. The total contract value was \$950,400.00.

NEW PROPOSAL JUSTIFICATION:

This extension will allow CCHHS more time to assess the best and most cost effective methodology to meet regulatory and accreditation guidelines. In addition, inpatient and outpatient volumes have been combined under the inpatient contract. This request includes glucose meters, docking stations and LIS interface as well. This will increase the total contract value to \$1,230,880.00.

TERMS OF REQUEST:

This request is to extend and increase contract number 07-15-180H for a period of 3 months from 06/01/2013 thru 08/31/2013.

CONTRACT COMPLIANCE HAS FOUND THIS CONTRACT RESPONSIVE: Pending

ATTACHMENTS

BID TABULATIONS:

CONTRACT COMPLIANCE MEMO:

CCHHS CBO:

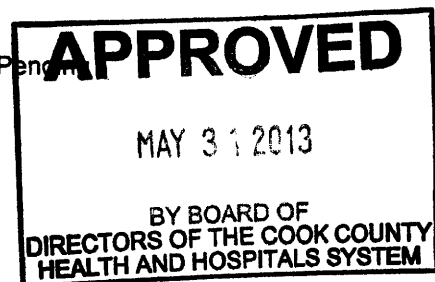
Anthony Rajkumar, Chief Business Officer

CCHHS CFO:

John Cookinham, Chief Financial Officer

CCHHS CEO:

Ram Raju, M.D., Chief Executive Officer



Request #

1

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
 • John H. Stroger, Jr. Hospital of Cook County • Oak Forest Health Center • Provident Hospital • Ruth M.
 Rothstein CORE Center •

We Bring Health CARE to Your Community

Revised 03/01/2011

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #3

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC HEALTH
AND
THE COUNTY OF COOK,
ON BEHALF OF ITS
COOK COUNTY HEALTH AND HOSPITALS SYSTEM
AND
THE OFFICE OF THE COUNTY CLERK FOR COOK COUNTY**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Illinois Department of Public Health ("IDPH") and the County of Cook ("County"), on behalf of its Cook County Health and Hospitals System ("CCHHS") and the Office of the County Clerk for Cook County ("Clerk"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, in connection with the sharing of vital records data to facilitate the implementation of the Medicaid 1115 waiver Demonstration Project ("CountyCare") from the federal Centers for Medicare and Medicaid Services ("CMS"). IDPH, Clerk and CCHHS are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

Whereas, IDPH is authorized by the Illinois Vital Records Act ("Act"), 410 ILCS 535/2, to install, maintain, and operate the system of vital records throughout Illinois including, but not limited to: the State of Illinois Automated Vital Records System ("AVRS") and the Illinois Vital Records System ("IVRS"); and

Whereas, Section 1 of the Act defines "vital records" to include records of births, deaths, fetal deaths, marriages, dissolution of marriages, and data related thereto and a "system of vital records" to include the registration, collection, preservation, amendment and certification of vital records, and activities related thereto; and

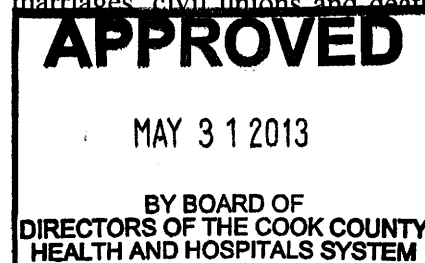
Whereas, pursuant to Section 4 of the Act, the Director of IDPH is the State Registrar of Vital Records; and

Whereas, as set forth in Section 500.20(a) of the Vital Records Code (Code), 77 Ill. Adm. Code 500.20(a), the IDPH State Registrar of Vital Records may furnish, upon the terms and conditions he/she may prescribe, under the Act, when deemed in the public interest and not for purposes of commercial solicitation or private gain, copies of vital records or data from these records to public agencies administering health welfare, safety, law enforcement, or public assistance programs; and

Whereas, the Clerk is the official record keeper for births, marriages, civil unions and deaths that occur in Cook County; and

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Whereas, CCHHS is an agency of and funded by Cook County that provides integrated health and medical services to residents of Cook County and, in cooperation with the State of Illinois, CCHHS is undertaking a Demonstration Project (referred to herein as "CountyCare") pursuant to a waiver granted by CMS to the State of Illinois under Section 1115 of the Social Security Act ("CMS Waiver") on October 26, 2012; and

Whereas, the CMS Waiver expires on January 31, 2014; and

Whereas, based on the eligibility criteria set forth in the Special Terms and Conditions ("STCs") for the CountyCare Demonstration Project, which will expand Medicaid eligibility, CCHHS will need to work with the State of Illinois to enroll low income Illinois adults, who have not been eligible for Medicaid in the past, into CountyCare during the term of the CMS Waiver; and

Whereas, to prepare CountyCare applications for submission to the State of Illinois for review and approval, CCHHS needs to verify birth records of Medicaid applicants to ensure proof of citizenship, an eligibility criteria of CountyCare, and needs access to vital records data from the Clerk and IDPH to verify birth records of eligible adults within Cook County and outside of Cook County, but within the State of Illinois during the term of the CMS Waiver; and

Whereas, the Parties have mutual interests in addressing the needs for access to vital records data in order to facilitate the enrollment and membership of individuals into health benefit programs;

Now Therefore, in consideration of the premises and the mutual undertakings herein set forth, the sufficiency and adequacy of which is hereby acknowledge, the Parties agree as follows:

ARTICLE II DUTIES AND OBLIGATIONS OF THE PARTIES

2.1 The Clerk has, since October 26, 2012, provided and will continue to provide CCHHS with access to AVRS, which contains Cook County vital records data, and IDPH, through the Clerk will provide CCHHS with access to AVRS and IVRS, which contains statewide vital records data, for the limited purpose of verifying citizenship for public and private health benefit program applicants and members during the term of the CMS waiver.

2.2 When accessing AVRS and IVRS, CCHHS will make no attempt to access any additional vital records data or access any vital records data for any person other than applicants and members of health benefit programs. CCHHS will ensure that no vital records data obtained from either IDPH or the Clerk will be further retained, disseminated or utilized except as provided for in this Agreement. CCHHS may use the services of a contractor to fulfill the obligations of this Agreement.

2.3 IDPH, through the Clerk, will provide CCHHS designated personnel with access to the systems through the provision and use of specified user identifications.

2.4 The Clerk's designated personnel will provide training to CCHHS personnel on the use of AVRS and IVRS and how to access the birth record data.

2.5 CCHHS designated personnel will be able to access the systems through terminals/computers that will be provided at the Clerk's main office located in Chicago, Illinois. The Parties shall mutually determine the number of terminals/computers that will be provided for CCHHS use at the site. In making such determination, the Parties should consider the number of records that need to be verified and the time needed to complete the verification.

2.6 When the required birth record is identified, CCHHS designated personnel are authorized to produce and retain a screen print of the data in hardcopy and/or electronic form.

2.7 After retrieving the relevant data, CCHHS shall provide the Clerk with a list containing the name of all potential health benefit program applicants and members that CCHHS verifies in AVRS and/or IVRS, and other information as requested by the Clerk. Such list shall be provided to the Clerk at time intervals and in a format that is mutually agreed upon by the Parties.

2.8 The Clerk's designated personnel may reconcile all screen prints against the list of potential health benefit program applicants and members identified by CCHHS and retain copies of such reconciliations.

ARTICLE III EXPENDITURE OF FUNDS

3.1 Expenditures. No Party shall be obligated to pay any other Party for the responsibilities set forth in this Agreement. Each Party shall perform its responsibilities pursuant to this Agreement at its own cost and expense.

ARTICLE IV TERM

4.1 Term. This Agreement shall commence upon execution of all the Parties and, unless otherwise terminated by the Parties, shall continue until January 31, 2014.

ARTICLE V TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

ARTICLE VI MISCELLANEOUS

6.1 Renewal. This Agreement may be renewed for additional one (1) year periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.2 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of termination or expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five (5) year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon IDPH, County, Clerk and CCHHS and their respective successors and permitted assigns.

6.6 Precedence. In the event there is a conflict between this Agreement and any exhibits attached hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.8 Notices. All written notices, requests and communications may be made by certified mail, fax or electronic mail to the e-mail addresses set forth below.

To IDPH: George S. Rudis
 Deputy State Registrar, Division of Vital Records

Illinois Department of Public Health
925 East Ridgely
Springfield, Illinois 62702
Email: george.rudis@illinois.gov

To COUNTY: Toni Preckwinkle
118 North Clark Street, Room 537
Chicago, IL 60602
Fax: (312) 443-4397

To CCHHS: Ram Raju, M.D.
Chief Executive Officer
Cook County Health and Hospitals System
1900 West Polk
Chicago, Illinois 60612
Email: rraju@cookcountyhhs.org

To CLERK: David Orr
Office of the County Clerk
69 West Washington, Suite 500
Chicago, Illinois 60602
Email: d.orr@cookcountyil.gov

6.9 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

LaMar Hasbrouck, MD, MPH
Director
Date: _____

COOK COUNTY BOARD OF COMMISSIONERS

Toni Preckwinkle
President
Date: _____

Acknowledged by: THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM

Ram Raju, M.D.
Chief Executive Officer
Date: _____

Acknowledged by: THE OFFICE OF THE COUNTY CLERK, COOK COUNTY

David Orr
Cook County Clerk
Date: _____

Approved as to form: COOK COUNTY STATE'S ATTORNEY'S OFFICE

Assistant State's Attorney
Date: _____

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #4

COOK COUNTY HEALTH & HOSPITALS SYSTEM

Toni Preckwinkle • President
Cook County Board of Commissioners

David Carvalho • Chairman
Cook County Health & Hospitals System Board

Jorge Ramirez • Vice Chairman
Cook County Health & Hospitals System Board

Ram Raju MD, MBA, FACS, FACHE • CEO
Cook County Health & Hospitals System



CCHHS

Health & Hospitals System Board Members

Commissioner Jerry Butler
Quin R. Golden
Edward L. Michael
Rev. Calvin S. Morris, PhD
Luis Muñoz, MD
Heather E. O'Donnell
Carmen Velasquez
Dorene P. Wiese, EdD

Date: April 23, 2013

AS AMENDED

To: David Carvalho, Chairman
Board of Directors, Cook County Health and Hospitals System

Heather O'Donnell, Chairman
Finance Committee, Board of Directors, Cook County Health and Hospitals System

From: Regina M. Besenhofer, Director Supply Chain Management

Subject: Lease Schedule under replacement Master Lease Agreement with Banc of America
Leasing Corp and Capital Corp., LLC

In August 2010, pursuant to the authorization by this Board, the CCHHS entered into a replacement Master Lease Agreement with Banc of America Leasing and Capital Corp., LLC ("Banc of America") for the purposes of leasing capital equipment beginning in 2010. Under the Master Lease the parties may enter into Lease Schedules with respect to specific items of equipment to be leased.

Under the Master Lease, the interest rate for each Lease Schedule is based upon the three-year United States Treasury Maturity SWAP rate. The amounts payable under each lease schedule may therefore vary monthly depending upon changes in this indicator.

We are requesting you to authorize the Chairman to enter into and execute a lease schedule to permit CCHHS to lease a fully equipped modular office building. The lease schedule will not be presented to the Chairman for execution until all proper Procurement processes have been completed including the responsiveness of County Compliance for MBE/WBE participation.

The estimated maximum acquisition cost for this item is ~~\$500,000~~ **650,000**. This equipment will be leased pursuant to one or more lease schedules under the replacement Master Lease Agreement. The lease schedule shall have a term of 36 months and interest shall be based on the then-current SWAP rate. In the event Banc of America is required to make certain interim payments to the manufacturer at the time of the purchase and equipment delivery, a related agreement will be entered into with Banc of America, in addition to the applicable Lease Schedule, or will be included in the amounts due under the applicable lease schedule at the rate of PRIME minus 1%.

Under the lease schedule, control and use of the equipment will rest entirely with the Health System. The equipment is being acquired by Banc of America based on the manufacturer's specifications and acquisition pricing secured by the Health System.

APPROVED

MAY 31 2013

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

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
• John H. Stroger, Jr. Hospital • Oak Forest Health Center • Provident Hospital • Ruth M. Rothstein CORE Center •

We Bring Health **CARE** to Your Community

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #5

COOK COUNTY HEALTH AND HOSPITALS SYSTEM
ITEM IV(E)
MAY 31, 2013 BOARD OF DIRECTORS MEETING
SUPPLEMENTAL CONTRACT AND PROCUREMENT ITEM

Request #	Vendor	Service or Product	Fiscal Impact	Affiliate / System	Begins on Page #
Amend and Increase Contract					
2	STW Healthcare, LLC	Service - professional staffing	\$809,160.00	System	2

Cook County Health & Hospitals System

BOARD APPROVAL REQUEST

[Signature]

SPONSOR: Rhonda Yates, Director of Pharmacy <i>Ry 5/17/13</i> Gina Besenhofer, Director, Supply Chain Management <i>AB 5/17/13</i>		EXECUTIVE SPONSOR: John Jay Shannon, Chief of Clinical Integration/Interim Executive Director, Clinical Shared Services Anthony Rajkumar, Chief Business Officer <i>AR/AB</i>
DATE: 05/06/2013	PRODUCT / SERVICE: Service – Professional Staffing	
TYPE OF REQUEST: Amend and Increase	VENDOR / SUPPLIER: STW Healthcare, LLC, Hazel Crest, IL	
ACCOUNT 890-275 Pharmacy-CCHHS 890-260 Supply Chain Total	FISCAL IMPACT: \$675,000.00 \$134,160.00 \$809,160.00	GRANT FUNDED / RENEWAL AMOUNT: N/A
CONTRACT PERIOD: 06/01/2013 thru 11/30/2013		CONTRACT NUMBER: H11-73-006
X	COMPETITIVE SELECTION METHODOLOGY: BID	
	NON-COMPETITIVE SELECTION METHODOLOGY: N/A	

PRIOR CONTRACT HISTORY:

Contract number H11-73-006 was approved by the Cook County Health and Hospitals System Board on 10/27/2011. The amendment of \$5,772,932.00 allowed Smith, Thomas Williams Healthcare to provide temporary staffing in various departments of the Cook County Health and Hospitals System. These departments include Radiology, Cardiology and the Laboratory. Several increases have been approved by the Cook County Health and Hospitals System Board to allow STW Healthcare to provide additional temporary staffing required for the Pharmacy.

NEW PROPOSAL JUSTIFICATION:

The Cook County Health and Hospitals System Department of Pharmacy has determined the need to continue the use of agency staff at the Central Fill/Mail Order facility at Oak Forest for a period of up to six (6) months to maintain service for high mail order volumes. This will allow the Department time to fill critical permanent positions and provide optimal levels of service for mail order prescription processing. The Supply Chain Department has a critical need to fill several critical permanent positions including a Procurement Manager for OR/Cath lab and a Contract Manager. The total increase for the contract is \$809,160.00 for a 6-month period, with a total contract value of \$7,712,772.00.

TERMS OF REQUEST:

This is a request to amend and increase contract number H11-73-006 in the amount of \$809,160.00 for the period from 06/01/2013 thru 11/30/2013.

CONTRACT COMPLIANCE HAS FOUND THIS CONTRACT RESPONSIVE: Pending

ATTACHMENTS

BID TABULATIONS: N/A

CONTRACT COMPLIANCE MEMO: Pending

CCHHS CFO:

John Cookinham, Chief Financial Officer

CCHHS CEO:

Ram Raju, M.D., Chief Executive Officer

APPROVED

MAY 31 2013

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

Request #

2

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
• John H. Stroger, Jr. Hospital of Cook County • Oak Forest Hospital • Provident Hospital • Ruth M. Rothstein
CORE Center •

We Bring Health CARE to Your Community

Revised 03/01/2011

Cook County Health and Hospitals System
Board of Directors Meeting Minutes
May 31, 2013

ATTACHMENT #6



RAM RAJU, MD, MBA, FACHE, FACS
CHIEF EXECUTIVE OFFICER
COOK COUNTY HEALTH AND HOSPITALS SYSTEM
REPORT TO THE BOARD OF DIRECTORS
May 31, 2013

SYSTEM TRANSFORMATION

Our Cook County Health and Hospitals System is at a moment of great change and transformation. We have a longstanding mission of caring for the underserved with respect and dignity, regardless of immigration status or ability to pay. Our transformation is necessary for us to continue to serve the most vulnerable patient populations, including those who will remain uninsured after the Affordable Care Act is implemented.

With the advent of the Affordable Care Act, the healthcare paradigm is changing across the country. CCHHS is changing. We have the unique opportunity to bring healthcare access to tens of thousands of residents before the Affordable Care Act is implemented, through our demonstration project, “CountyCare”. We are shifting our emphasis to primary and preventative care and to coordinating the right care, at the right time, and in the right place to keep our patients well. If we are to survive to continue our mission, we must make this change and deliver service that wins loyalty from our patients.

This change is happening at all levels within CCHHS. To rise to the call of our community entering a new era, we need vision, strong leadership, a thoughtful plan, and confidence in execution of that plan.

- Vision – At this extraordinary time, we must look to our mission as we transform. In five years, every County resident, regardless of immigration status or ability to pay, has accessible primary care and coordination of the right care at the right time, and in the right place. This has always been our mission. I am proud of this, and of our culture of passion and resilience.
- Leadership – In February 2013 CCHHS announced a new leadership structure designed to better support our patients and to more effectively deliver the right care at the right time. The structure is based on health systems across the country that pioneered primary care-driven, coordinated healthcare. It reflects new disciplines like “care management” and is flatter to enable hands-on management and greater focus and accountability. It supports efforts initiated to prepare for the Affordable Care Act that will, over time, become CCHHS’s new day-to-day reality and require teams to organize and interact in new ways.

- Plan – With our Affordable Care Act demonstration project, “CountyCare”, we have the unique opportunity to bring healthcare access early to tens of thousands of residents. We are using federal support to invest in a network-based model of the right care at the right time and in the right place to keep our patients well. If we are to survive to continue our mission, we need to make this change and we need to deliver service that wins loyalty of our patients.
- Confidence – We know patients’ experience with our Health System today will determine whether they choose CCHHS in the future. We are expanding our focus on how our patients experience our Health System. We know that each of us has a role to play, and we can only succeed by asking every day what we can do better to serve our patients. This fall, our Health System will launch a development program for frontline managers, aimed at equipping them with skills needed to be exceptional leaders. Together, we can achieve it. Our patients are depending on us.

Our Health System celebrates a rich history: the nation’s first blood bank, first trauma unit, and the hospital where some of the greatest doctors and nurses in the history of American medicine have chosen to practice. We cherish our role in this community as a beacon of hope for millions of residents. We celebrate our culture of passion and resilience. I am proud to be CEO of this iconic Health System as we work to serve our community in a new era.

LEGISLATIVE UPDATE – SB26

On May 28, 2013 the Illinois Senate adopted SB 26 – the Specialized Mental Health Rehabilitation Act of 2013 by a vote of 39-20. This legislation amends the Medical Assistance Article of the Illinois Public Aid Code so that beginning January 1, 2014, benefits under the State’s medical assistance program are extended to persons aged 19 or older, but younger than 65, who are not otherwise eligible for medical assistance under the Code, who qualify for medical assistance under the specified provisions of the Social Security Act, and who have an income level at or below 133% of the federal poverty level plus 5% for applicable family size. This also provides that the 4-year moratorium on the expansion of medical assistance eligibility through increasing financial eligibility standards shall not apply to this new class of persons.

Included in this legislation is an amendment to 305 ILCS 5/5-5 Medical Services regarding the 180 day rule to be eligible for payment consideration by adding an additional exception that “In case of a provider operated by a unit of local government with a population exceeding 3,000,000 when local government funds finance federal participation for claims payments.” The inclusion of the exemption will decrease the number of denials since the implementation of the rule.

DEPARTMENT OF VOLUNTEER SERVICES

On April 19, 2013 the Department of Volunteer Services hosted 30 students and three faculty members from the University of Iowa's Healthcare Administration Masters Degree Program. The group toured the ED, NICU, Fantus Clinic and Radiology; they were impressed with services we provide and very grateful for the time CCHHS staff spent with them learning about our System, programs and services. This is the 10th year the Department of Volunteer Services has hosted the school. This is one of the many ways the Department of Volunteer Services reaches out to students and the community to share the good news about John H. Stroger, Jr. Hospital of Cook County.

RECOGNITION

Last month the American Heart Association/American Stroke Association presented the John H. Stroger Hospital of Cook County with a Certificate of Recognition in commemoration of achieving Bronze Status associated with their *"Get With the Guidelines – Resuscitation" Program*. Dr. Renaud Gueret received the AHA/ASA award certificate on behalf of Stroger Hospital. Dr. Gueret, a long-time employee of CCHHS, serves as Director of the MICU and Chairman of the Resuscitation Committee. I commend Dr. Gueret and his team for their hard work and commitment in to providing our patients with high quality care.