

CONTRACT FOR SERVICE

DOCUMENT NO.H15-25-131



SERVICE, PROFESSIONAL ACTUARIAL SERVICES

FOR: COOK COUNTY HEALTH AND HOSPITALS SYSTEM

WITH: MILLIMAN, INC.

**ISSUED BY THE OFFICE OF THE SYSTEM DIRECTOR SUPPLY CHAIN
MANAGEMENT**

REQ# XXXXXXXX

GRP/01202016

**CONTRACT FOR SERVICE
H15-25-131
PART I**

This Contract is made and entered into by and between **Milliman Inc.** (hereinafter "Contractor") and the County of Cook, Illinois, a body politic and corporate, (hereinafter "County") through its Cook County Health and Hospitals System (hereinafter "CCHHS")

WHEREAS, the County is responsible for procuring services for CCHHS and its Facilities, which provide services to the residents of Cook County, Illinois, and has delegated this responsibility to the Board of Directors of the CCHHS; and

WHEREAS, the CCHHS requires Services consisting of **Actuarial Services**;

WHEREAS, the Contractor is able and willing to provide such Services, as required by the County, upon the terms and conditions hereinafter provided and in consideration of the fees as set forth herein;

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

I. WORK PROGRAM. The Contractor agrees to provide the Services set forth in **Exhibit A, CCHHS RFP #: H15-0030 Scope of Work and Exhibit B, Cost Model Dashboard License**, in accordance with the terms set forth in this Contract.

II. CONTRACT PERIOD. This Contract shall commence on **12/01/2015** (the "Effective Date") and, unless sooner terminated, shall continue for a period of **three (3) years** thereafter, subject to proper execution of the contract documents by the parties. **Contract End Date: 11/30/2018.**

III. PAYMENT. The maximum amount payable to Contractor by the County during the **three (3) term** of this contract shall not exceed the amount of **\$750,000.00**. The contract is not exclusive and CCHHS shall not be required to request any minimum volume of services. Contractor shall only be entitled to payment for services actually provided. The CCHHS reserves the right to reduce or increase the amount of the contract to reflect payment for the services requested by CCHHS in its discretion and provided by the contractor in accordance with the rates set forth in the contract. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

IV. GENERAL CONDITIONS. This Contract incorporates and is subject to the provisions attached hereto as Part II - General Conditions, which is incorporated herein by reference.

V. ATTACHMENTS This Contract incorporates the following additional documentation:

Exhibit A: **CCHHS RFP #: H15-0030 Scope of Work**
Exhibit B: **Cost Model Dashboard License**
Attachment 1: **Board Transmittal**
Attachment 2: **Certifications and Execution Forms**

VI. ENTIRE AGREEMENT; ORDER OF PRECEDENCE. This Contract consists collectively of Part I), Contract; Part II), General Conditions; Exhibit A,, with attachments. It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

Wherever possible, the parts of this Contract shall be construed to be consistent with one another. However, if a conflict occurs, except as otherwise expressly provided, this Contract shall be interpreted and construed based upon the following order of precedence of component parts, which order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency: 1.) Part I, Contract; 2.) Part II, General Conditions; and 3.) Exhibits and attachments

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date countersigned by CCHHS.

MILLIMAN INC.

Christine Mytelka
Signature

Christine Mytelka
Printed Name

Principal and Consulting Actuary
Title

December 15, 2015
Date

END OF SECTION

PART II: GENERAL CONDITIONS

For purposes of these General Conditions, references to the "County" include the Cook County Health and Hospitals System ("CCHHS") and references to the "CCHHS" include the "County."

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Cook County Health and Hospitals System ("CCHHS") Director of Supply Chain Management ("SCM Director") or designee, which approval shall be granted or withheld at his/her sole discretion. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the SCM Director. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the SCM Director any and all subcontractors it intends to use in the performance of the Contract. The SCM Director shall have the right to disapprove any subcontractor. Identification of subcontractors to the SCM Director shall be in addition to any communications with County offices other than the SCM Director. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the SCM Director upon request.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his/her designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor are of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County. To the extent this Contract provides for Contractor to perform services for CCHHS, Contractor shall familiarize itself with the current Cook County Living Wage established by the County's Chief Financial Officer and shall document that employees assigned to provide services hereunder are paid not less than the applicable Cook County Living Wage. To the extent that Contractor's employees or subcontractor employees engage in construction hereunder, Contractor shall familiarize itself with the Illinois Prevailing Wage Act and shall document that employees assigned to perform construction hereunder are paid not less than the applicable Illinois Prevailing Wage. To the extent Contractor's employees or subcontractors will provide services that require an appointment to the Medical Staff and/or that require appropriate clinical privileges, Contractor shall assure that such appointments and/or privileges have been secured prior to permitting such persons to provide the subject services.

If the Services provided pursuant to this Contract are janitorial cleaning services, window cleaning services, elevator operator and starter services, and security services, they are considered "Covered Services" within the meaning of Cook County Ordinances, Section 34-163. In executing this contract, Contractor certifies all personnel assigned to provide Covered Services hereunder shall receive not less than the prevailing rate of wages, fringe benefits and prevailing working conditions, as defined hereunder. To satisfy the County's requirements, wages, fringe benefits and working conditions shall be no less favorable than those posted by the Chief of the Bureau of Human Resources on the County's website or, in the absence of information posted

thereon, as posted on the website of the State Department of Labor. Contractor shall provide documentation in support of its certification as requested by the CCHHS.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract.. Contractor shall deliver to the SCM Director satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any goods and services ("Deliverables") provided to CCHHS under the terms of this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the SCM Director and/or the Designee of the Using Department if they fail to materially comply with applicable Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected. Contractor shall perform all services hereunder in a manner that complies with all applicable accreditation standards including, but not limited to, the Medicare Conditions of Participation and standards of The Joint Commission.

GC-05 INDEMNIFICATION

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GC-06 PAYMENT

Pursuant to the Cook County, Illinois Code of Ordinances Sec. 34-310. Invoices required for all service contracts.

(a)

Work Performed. All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to maintain and submit for review upon request by the Using Agency, itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(b)

Expenses. Contracts for services shall also require Contractors to submit documentation of the types and amounts of expenses incurred related to the work performed if the Contractor seeks reimbursement for any such expenses incurred.

(c)

Invoice Documentation. All Contracts for services, regardless of compensation structure, shall contain a provision requiring the Contractor to submit itemized records indicating the dates or time period, in which the services being invoiced were provided, a detailed description of the work performed for the time period being invoiced and the amount of time spent performing work for the time period in question. In addition, all Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date.

(d)

Payment. All Contracts for services shall further require that the itemized work and expense records required in Section 34-310(b) and (c) be submitted to the Using Agency with the Contractor's invoice as a condition of payment for any services rendered.

Notwithstanding the foregoing all invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. All invoices shall comply with CCHHS invoicing forms and procedures made known to Contractor, in writing. No payments shall be made if invoices fail to comply with the requirements of this paragraph. County payment terms shall be Net 45 days from invoice date. Contractor shall not be entitled to invoice the County for any late fees or other penalties. Contractor reserves the right to suspend its performance hereunder if any undisputed invoice goes unpaid for more than ninety (90) days.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

GC-09

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GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be first submitted to the SCM Director. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the SCM Director. Upon request of the SCM Director, the party complained against shall respond to the complaint in writing within five days of such request. The SCM Director will reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the SCM Director indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the SCM Director of a dispute. No inference shall be drawn from the absence of a decision by the SCM Director. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

In the event of any dispute arising out of or relating to the engagement of Contractor by CCHHS is not settled to the parties satisfaction by the SCM Director, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. Each party shall bear responsibility for its own attorneys' fees in any such arbitration. Any award

made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach. In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within sixty (60) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach. Except as extended in writing by the SCM Director, if the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the sixty (60) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract on written notice to the County, which notice shall set forth the effective date of termination. Contractor shall have the right to pursue all remedies available in law or equity. Except for County's breach of its obligations under GC-31, in no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract. CCHHS agrees that, to the extent the delays are caused by the act or omission of CCHHS, that CCHHS will not pursue any claims for damage or otherwise from Contractor in connection with such delay.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

The SCM Director may agree in writing to amend this Contract; provided that if such amendment individually or cumulatively increases the amount payable to Contractor to One Hundred Fifty Thousand (\$150,000) Dollars or more or, in the case of a Contract that was originally approved by the CCHHS Board, by more than ten per cent of the original maximum Contract amount, such amendment shall require the approval of the CCHHS Board of Directors. Similarly, amendments which extend the term of the Contract by one year or longer.

Subject to the foregoing, the Director of the Using Department may, by written order and on the basis of mutual

agreement with Contractor, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance. Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Contractor or developed during the course of the provision of the Services provided such generic documents or templates do not contain any CCHHS Confidential Information ("Contractor Tools"). Rights and ownership by Contractor of Contractor Tools shall not extend to or include all or any part of CCHHS's Confidential Information. To the extent that Contractor may include in the materials any Contractor Tools, Contractor agrees that CCHHS shall be deemed to have a fully paid up license to make copies of the Contractor Tools as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the CCHHS without the written permission of Contractor.

Contractor shall furnish the CCHHS Chief Information Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the SCM Director. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of Deliverables provided to the County or utilized in performing Contractor's services constitutes an infringement of any third party's United States patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 CORPORATE COMPLIANCE

A. General. The Contractor shall observe and comply with all applicable accreditation standards as well as the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

B. Payment of Taxes and Fees. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

C. Corporate Compliance Program. Contractor understands that the CCHHS has adopted a Corporate Compliance Program and is committed to complying with all applicable laws, rules and regulations. Accordingly, Contractor shall comply with all applicable laws, rules and regulations concerning the services or items furnished to the Hospital under this Agreement. In addition, Contractor shall reasonably cooperate with any review or investigation conducted by the CCHHS Chief Compliance Officer and shall bring to the attention of the Chief Compliance Officer, or designee, any alleged improper practices Contractor may discover in association with this Agreement so that the Compliance Officer may take appropriate action.

D. Debarment and Suspension Certification. As used in this paragraph c, the term "Principal" shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction. "Principal" also includes a consultant or other person, whether or not employed by the participant or paid with Federal funds, who: is in a position to handle Federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. Other terms used in this paragraph D, such as *covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person* have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76 and other applicable federal regulations.

In executing this Contract, each of Contractor's authorized signatories certifies that, to the best of his or her knowledge and belief, the Contractor, its principals and any person employed or contracted by Contractor to provide Services:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any governmental department or agency.
- (2) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
- (4) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor shall notify the County immediately in the event that it or anyone performing services under this Agreement (1) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid. The County may terminate this Contract immediately upon the occurrence or notification of any of the above.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of professional, service and supply contracts and agreements to certified MBEs and not less than ten (10%) to certified WBEs.
- B. A Contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted, if applicable, documenting the inability of the Contractor to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Contractor's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation:** Each Contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. **A Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

2. **A Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer for both the Contractor and the MBE/WBE. (See Exhibit II)

3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition**, if applicable, together with all documentation in support of the Petition.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. **Use of MBE/WBE Professionals.** Each Contractor shall submit a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. **Affirmative Action Plan.** Each Contractor shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Contractor shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Contractor is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance.

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter). The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

Annual Contracts: monthly reporting from both Prime and Sub-Contractors.

Multi Year Contracts: quarterly reporting from both Prime and Sub-Contractors including proof of payments.

One time purchases require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:
Administrator, Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312) 603-5502

GC-20 MATERIAL SAFETY DATA SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests related to the provision of Services hereunder, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. In the event a significant conflict of interest related to the provision of Services hereunder is identified during the course of the engagement, the parties shall endeavor to reach a mutually agreeable plan regarding a resolution of the conflict so as to avoid an adverse consequence to the County, or shall modify or terminate the scope of services affected thereby. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

Contractor shall provide the SCM Director and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 CONTRACTOR ON-SITE REQUIREMENTS

Contractor shall confer with the Director of the Using Department(s) to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith when performing services on-site at a County facility. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all final and completed Deliverables. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all final and completed Deliverables relating to said portions of the Contract. Contractor

shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the SCM Director.

If this contract is a multi-year contract, the following provision applies: This contract is subject to County Board approval of appropriations for the purpose of the subject contract; and that in the event funds are not appropriated by the County Board, or there is a change in services which results in the elimination of the services which are the subject of the contract, the contract shall be cancelled without penalty to, or further payment being required by, the System Board or the County. The System Board shall give the vendor notice of failure of funding or change in services as soon as practicable after the System Board becomes aware of the failure of funding. The System Board's or County's obligation to perform shall cease immediately upon receipt of notice to the vendor of lack of appropriated funds; and that the System Board's or County's obligation under the contract shall also be subject to immediate termination or cancellation at any time when there are not sufficient authorized funds lawfully available to the System Board to meet such obligation.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM:
SYSTEM DIRECTOR, SUPPLY CHAIN MANAGEMENT
1901 West Harrison, Ste. 5360
Chicago, Illinois 606012
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the SCM Director or designee prior to or at the time of delivery. All Deliverables shall be covered by the same or substantially similar commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the SCM Director or designee prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in this Contract, only new, originally manufactured Deliverables will be provided and no refurbished, rebuilt, restored or renovated Deliverables shall be acceptable. In addition, experimental materials are not acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Unless expressly provided in the Contract, truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations. The County

reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of Deliverables set forth in the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at Contract pricing to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the SCM Director.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency: 1. Signed Amendments or Addenda, if any; 2. Execution Forms; 3. Part I, Agreement; 4. Specification, if any; 5. Special Conditions or Statement of Work/Services; 6. General Conditions; and 7. Remaining Exhibits, if any.

GC-31 CONFIDENTIALITY, DISTRIBUTION AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County's CCHHS without the prior written approval of the CCHHS CEO. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

Subject to Contractor's reservation of rights in and to the Contractor Tools in GC-17 and the prohibitions on the distribution of Deliverables below, all documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") and incorporated in the Deliverables shall be the property of the County of Cook. Except as expressly provided in the Contract, it shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times, following the provision of reasonable, advance written notice to Contractor.

Contractor's work is prepared solely for the use and benefit of CCHHS in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to CCHHS may be public records subject to disclosure to third parties, however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. CCHHS agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, CCHHS agrees that it shall not disclose Contractor's work product to third parties without Contractor's prior written consent; provided, however, that CCHHS may distribute Contractor's work to (i) its professional service providers who

are subject to a duty of confidentiality and who agree to not use Contractor's work product for any purpose other than to provide services to CCHHS, or (ii) any applicable regulatory or governmental agency, as required.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, following at least ten (10) days' prior, written notice, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor directly related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The parties irrevocably agrees that any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall occur the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties. Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-39 USE OF NAME

CCHHS and County agrees that they shall not use Contractor's name, trademarks or service marks, or refer to Contractor directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Contractor's prior written consent for each such use or release, which consent shall be given in Contractor's sole discretion.

GC-40 BUSINESS ASSOCIATE PROVISIONS

This Section shall apply to the extent that Contractor ("Business Associate"), in performing the Contract, has access to Protected Health Information ("PHI") from or on behalf of the CCHHS ("Covered Entity"). To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). Business Associate agrees that as of the effective date of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it shall abide by the Provisions of this GC-39 with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

1. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.

- (b). Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the Contractor.
- (c). Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Cook County Health and Hospitals System.
- (d). Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (e). Individual. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (f). Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164.
- (g). Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 106.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (h). Required By Law. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (i). Secretary. "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (j). Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, and 164.
- (k). Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by these Provisions or as Required By Law.
- (c). Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.

- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by these Provisions of which it becomes aware.
- (e). Business Associate must, following the discovery of any appearance of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information, notify the CCHHS Corporate Compliance and Privacy Program without unreasonable delay, and no later than ten (10) days from the date that the Business Associate discovers such Breach non-permitted use or disclosure, security incident, or other incident. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf of CCHHS, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices as directed by the CCHHS Corporate Compliance and Privacy Program. Business Associate agrees to pay the out of pocket costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs. In the event of a disagreement, final determination of a Breach will be made by the CCHHS Corporate Compliance and Privacy Program.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.
- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information made by Business Associate and not excepted from disclosure accounting requirements in accordance with 45 C.F.R. 164.528.
- (k). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered

Entity's Protected Health Information shall comply with the Provisions set forth herein.

- (a). Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in these Provisions
- (b). Business Associate may use or disclose Protected Health Information as Required by Law.
- (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.2.
- (e). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j) (1).
- (f). Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (g). Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (h). Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

3.2 Data Ownership

Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all Protected Health Information of Covered Entity that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in Covered Entity; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Business Associate shall not use the Protected Health Information in any form including, but not limited to, stripped, de-identified, or aggregated information, or statistical information derived from or in connection with the Protected Health Information, except as expressly set forth in these Provisions. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without Covered Entity's express written consent.

4. **OBLIGATIONS OF COVERED ENTITY**

4.1 **Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate Protected Health Information .

4.2 **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except for uses and disclosures under Section 3.2.

4.3 **Minimum Necessary/Limited Data Set**

Covered Entity shall not provide Business Associate with more PHI than that which is minimally necessary for Business Associate to provide the services and, where possible, Covered Entity shall provide any PHI needed by Business Associate to perform the services in the form of a Limited Data Set, in accordance with the HIPAA regulations.

5. **TERMINATION**

- (a). Term. These Business Associate Provisions shall be effective as of the Effective Date of the Contract, and shall either terminate upon the expiration of the Contract or as provided in 5(b), Termination for Cause, below.
- (b). Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Contract;
 - 2. Immediately terminate this Contract if Business Associate has breached a material term of these Provisions and cure is not possible.

(c). Effect of Termination.

1. Except as provided in paragraph (2) of this Section, upon expiration or termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This Provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of these Provisions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Covered Entity hereby acknowledges and agrees that Business Associate's may retain PHI for purposes of complying with its work product documentation standards in connection with its proper management and administration, and that for such a retention, no further notification or approval of Covered Entity is required.
3. The Provisions of this Section 5(c), Effect of Termination, shall survive the expiration or termination of this Contract.

6. MITIGATION

- (a). Mitigation. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of these Provisions.

7. MISCELLANEOUS

- (a). Regulatory References. A reference in these Provisions to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of these Provisions from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Contract on written notice to the other Party.
- (c). Interpretation. Any ambiguity in these Provisions shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.
- (d). Construction of Terms. The terms of these Provisions shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time. In the event that any terms of this provision GC-39 are inconsistent with the terms of the Agreement, then the terms of this provision GC-39 shall control. This provision GC-39 shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other

communications between the parties hereto relating to such subject matter.

No Third Party Beneficiaries. Nothing in these Provisions shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

GC-40 REQUIRED CONTRACTOR FILING WITH COOK COUNTY BOARD OF ETHICS

Any person or persons doing business with Cook County, upon execution of a contract with Cook County, are required to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook. The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code, available at www.municode.com, to view the full provisions of this section. The Cook County Code of Ordinances is available on line at www.municode.com. Questions concerning this disclosure requirement should be directed to the Cook County Board of Ethics.

GC-41 GOVERNMENT FUNDED HEALTHCARE EXCLUSIONS

Contractor shall take those steps necessary to ensure that the supplies, goods, equipment, or services required to be furnished pursuant to this Contract are not being provided in whole or in part by individuals or entities who or which have been excluded from participation in Federally funded healthcare programs.

GC-42 REPORTING SUSPECTED OR KNOWN FRAUDULENT ACTIVITY

Pursuant to the Cook County, Illinois Code of Ordinances Sec. 34-250

Any Person involved in the Cook County Procurement process, including employees, contractors, and those seeking to do business with the County, shall report directly and without any undue delay, any suspected or known fraudulent activity in the County's procurement process to the Office of the Cook County Inspector General. In addition to any applicable laws protecting whistleblowers, the County shall ensure that a report made in good faith will not result in any adverse actions taken by the Board or the County against the Person making such a report. The System Director of Supply Chain Management's procedures will include a mechanism to publish this provision to all appropriate Persons.

GC-43 LIMITATION OF LIABILITY

Contractor will perform all services in accordance with applicable professional standards. The parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to CCHHS, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of five million dollars (\$5,000,000). In no event shall Contractor be liable for lost profits of CCHHS or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the gross negligence, fraud or willful misconduct of Contractor.

END OF SECTION

EXHIBIT A
CCHHS RFP #: H15-0030 SCOPE OF SERVICES

See Insert

EXHIBIT B
COST MODEL DASHBOARD LICENSE

1. SERVICES

- 1.1 License Grant.** Subject to the terms and conditions of the Contract except as expressly stated in this Exhibit B, Contractor hereby grants to CCHHS a limited, non-transferable, non-sub licensable, non-exclusive right and license during the Term of the Contract (as set forth above) to access and use the Cost Model Dashboard of Milliman PRM Analytics (the "Product") for its internal business purposes. Contractor agrees to host the Product and make its applicable components available to CCHHS via the internet and to provide certain services in connection with the Product as further described in section 2 of this Exhibit B (collectively, the Product and additional services described herein shall be referred to as the "Services").
- 1.2 CCHHS's Use of the Product.** CCHHS agrees to use the Product solely: (i) for CCHHS's internal business purposes in connection with Contractor's performance of the Product and (ii) in accordance with the documentation and policies for the Product established by Contractor from time to time and furnished by Contractor to CCHHS. CCHHS will not provide access to any portion of the Product to any person or entity other than its employees or agents, or otherwise use the Product, except as expressly permitted by this Contract. CCHHS may permit access to the Product to third party contractors provided that: (a) CCHHS shall ensure that all contractors' use and access to the Product is in compliance with the terms of this Contract; (b) all contractors shall be under a written confidentiality agreement with CCHHS similar to the terms of this Contract; and (c) CCHHS shall be and remain liable for any breach of the terms of this Contract by its contractors.
- 1.3 Ownership.** Contractor and its suppliers own all right, title, and interest in and to the following property (the "Contractor Property"): (i) the Product, all software, hardware, and other technology used or made available by Contractor in connection with the Product; (ii) all ideas, know-how, and techniques that may be developed or discovered by Contractor under this Contract; and (iii) all intellectual property rights in and to the above property. Except as otherwise provided herein or in a separate license agreement governing any Contractor Property: (a) the use rights set forth in this Contract are the entirety of CCHHS's rights in connection with any Contractor Property; and (b) CCHHS shall not use, reproduce, distribute, sublicense, broadcast, or commercially exploit any Contractor Property. This provision shall expressly supersede the ownership language contained in Section GC-31 of the Contract with regard to the Contractor Property listed above.

2. Service Description for Milliman PRM Analytics™ Cost Model Dashboard

- 2.1 Scope.** The Services shall include the following deliverables:

Milliman PRM Analytics Cost Model Dashboard.

- A. Description.** The Cost Model Dashboard is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over

period analysis including rolling time periods.

B. Components of the Cost Model Dashboard

1. **Filter Cost Model:** The Filter Cost Model screen displays cost and utilization about the selected population. This section allows the user to filter the data in order to display information limited to certain cost model groups (Inpatient, Skilled Nursing Facility, Outpatient, Professional, Other, Additional) or cost model lines. Additionally, the Filter Cost Model screen allows the user to limit the data to only potentially avoidable cost or non-potentially avoidable costs
 2. **Filter Population:** The Filter Population screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.
 3. **Average Monthly Enrollment:** The Average Monthly Enrollment screen displays the average monthly enrollment for the population or sub-segment of the population. Only demographic filters and dimensions apply to the Average Monthly Enrollment screen.
 4. **PMPM:** The PMPM screen displays the per member per month cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the PMPM screen.
 5. **Utilization / 1,000:** The Utilization per 1,000 members screen displays the cost model utilization per 1,000 member months by cost model group or line. Population, cost model, and utilization type filters and dimensions apply to the Utilization per 1,000 screen. The graph is only displayed when consistent utilization types are selected or when all utilization types can be displayed. A warning message will appear to notify the user when inconsistent utilization types are selected.
 6. **Cost per Service:** The Cost per Service screen displays the cost per service by cost model group or line. Population and cost model filters and dimensions apply to the Cost per Service screen. Similar to the Utilization per 1,000 members the graph is only displayed when consistent utilization types are selected. A warning message will appear to notify the user when inconsistent utilization types are selected.
 7. **Total Costs:** The Total Costs screen displays the total cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the total costs screen.
- C. Access.** The Cost Model Dashboards are available to a maximum of 25 users authorized by CCHHS via a secure hosted web application.
- D. Frequency.** The Cost Model Dashboard is produced monthly during the term of this license after receipt of clean data from CCHHS.
- E. User Guide.** The Cost Model Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.
- F. Training.** One hands-on user training session of approximately 1-2 hours duration is

provided at the time of initial CCHHS set up at a location provided by CCHHS. Additional training is available upon request and as mutually agreed between the parties.

3. CCHHS DATA

- 3.1 Contractor's Right to Use.** CCHHS hereby authorizes Contractor to use data specifically pertaining to CCHHS and/or its employees, agents that Contractor may obtain in the course of performing the services under this Exhibit (the "CCHHS Data"). CCHHS warrants and covenants that, throughout the term of this Contract, (i) CCHHS has the right to authorize Contractor's use of the CCHHS Data as set forth in this Exhibit; and (ii) the CCHHS Data is valid and accurate in all material respects. In addition, CCHHS grants Contractor the right to de-identify and aggregate CCHHS Data and to use such de-identified and aggregated data ("Pooled CCHHS Data") for its own internal research purposes, provided that such data is never re-identified or associated with CCHHS, is used only for research with the sole purpose of improving the quality of the Product, and is never sold to external CCHHSs or otherwise marketed as a source of deidentified data.

4. WARRANTIES AND LIMITATIONS

- 4.1 Product Warranty.** Contractor warrants that, during the term of this Contract, the Product shall materially conform to the specifications set forth in this Exhibit. CCHHS's sole and exclusive remedy for breach of the foregoing warranty shall be Contractor's use of diligent and reasonable efforts to correct, within a reasonable period of time given the circumstances, any errors found not to be in compliance with such warranty.
- 4.2 Limitation of Warranty.** The express warranties set forth in this Section 3 are the sole warranties provided by Contractor hereunder. Contractor has no responsibility or liability regarding any information provided by or on behalf of CCHHS, any action taken by or on behalf of CCHHS, or any computer equipment used by CCHHS in connection with the Product, or for any actions or incidents that impact access to or use of the Product that are beyond the control of Contractor. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 4.3 Limitation of Liability.** Any liability of a party hereto and its agents for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to the product or this exhibit will be limited to \$100,000; provided, however, that NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF ACCESS TO SERVICES, PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS CONTRACT, THE PRODUCT, OR THE SERVICES, HOWEVER CAUSED AND

UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. However, the above limitations shall not apply to any indemnification, confidentiality, or payment obligations set forth in the Contract, a violation of Contractor's intellectual property rights, or actual damages incurred by a party hereto as a direct result of any criminal or fraudulent acts of the other party or its agents. The parties agree that the fees set forth in this Contract reflect the limitation on warranties and liability, and the allocation of risk, under this Contract.

- 4.4 **Disclaimer.** THE PRODUCT IS NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, CONTRACTOR DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

5. INDEMNIFICATION

- 5.1 **By CCHHS.** CCHHS shall, at its expense, defend, indemnify, and hold harmless Contractor and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party related to CCHHS's misuse of the Product.
- 5.2 **Procedures.** For any indemnifiable claim hereunder, an indemnified party shall provide the indemnifying party with prompt written notice of any such claim brought against it, together with copies of all related court documents involving such claim. An indemnified party's failure to provide timely notice to the indemnifying party of any such claim shall not relieve the indemnifying party from any liability hereunder, to the extent that the indemnifying party is not prejudiced by such failure. The indemnifying party shall have the sole right to conduct the defense of any such claim, and all negotiations for its settlement. The indemnified party shall provide the indemnifying party with such information and assistance for the defense of such claim as is reasonably requested by the indemnifying party.

6. CONFIDENTIALITY

- 6.1 **General.** Neither party shall use, or otherwise disclose to any third party, the other party's Confidential Information without the prior written consent of the disclosing party; provided, however, that Contractor may use and disclose CCHHS Confidential Information as necessary in order to provide access to the Product hereunder or any Services. For purposes hereof, "Confidential Information" means all information of a confidential nature provided by the disclosing party to the receiving party, which shall include the CCHHS Data (as CCHHS Confidential Information) and the Contractor Property, Contractor pricing, and Contractor product information (as Contractor Confidential Information). However, Confidential Information does not include any information that: (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure thereof; (iii) is hereafter furnished to the receiving party by a third party without violating any restriction as to use or disclosure thereof; (iv) is independently developed by the receiving

party without use of the disclosing party's Confidential Information; or (v) is required by law or court order to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with prompt written notice, if legally permissible, and an opportunity to contest the disclosure or seek an appropriate protective order. Except as otherwise necessary to meet any legal or professional requirements for retention, upon the disclosing party's request, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession.

6.2 ID Codes and Passwords. CCHHS shall ensure the confidentiality of its corporate identification codes, user identification codes, and user passwords used in connection with the Product ("ID Codes"). CCHHS shall be responsible for all transactions entered through and under any ID Codes, and any such transactions will be deemed to be made by CCHHS. In no event will Contractor be liable for the foregoing obligations or the failure by CCHHS to fulfill such obligations.

6.3 Publicity. CCHHS shall not refer to the Product in any communications with third parties. In particular, without limiting the foregoing, CCHHS shall not refer to the Product as the basis or source for decisions related to the management of an individual patient. Neither party shall refer to the identity of the other party in any third party disclosures, including without limitation, promotional material or press releases relating to the Product, unless the prior written consent of the other party has been obtained, provided, however, that Contractor may use CCHHS's name and logo in promotional materials or press releases for the limited purpose of identifying CCHHS as a CCHHS of the Product.

7. DUTIES UPON TERMINATION

7.1 Duties upon Termination. Upon termination of this Contract: (i) Contractor may invalidate the ID Codes and otherwise deny further access to the Product; and (ii) at CCHHS's written request, Contractor will provide an electronic copy of CCHHS Data within 30 days of receiving such request, provided that Contractor may retain one copy of any CCHHS Data as necessary to comply with applicable work product documentation standards, and subject to the obligations of confidentiality contained herein.

EXHIBIT A
CCHHS RFP #: H15-0030 SCOPE OF SERVICES

7.1 Cover Letter



August 26, 2015

Cook County Health and Hospitals System
C/O John H. Stroger Jr. Hospital of Cook County
1969 West Ogden Ave, Room # 1120
Chicago, IL 60612

Attn: Supply Chain Management Department RFP Lock Box

Re: RFP #H15-0030: Provision of qualified and experienced actuary service

Dear Sir,

Milliman, Inc. (Milliman) is pleased to present the enclosed proposal to Cook County Health and Hospitals System in response to RFP # H15-0030. We are committed to providing the services listed in this proposal at the price and schedule proposed.

Please do not hesitate to contact Ms. Mytelka if you have questions or need additional information related to this proposal.

Christine Mytelka would serve as Team Lead under the contract. Ms. Mytelka is a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries. Jeremy Palmer is authorized to bind Milliman contractually. He has ultimate responsibility for the contract.

Jeremy Palmer, FSA, MAA
Principal and Consulting Actuary
111 Monument Circle, Suite 601
Indianapolis, IN 46204-5128
Tel: 317-524-3515
Fax: 317 639 1001
Jeremy.palmer@milliman.com

Christine Mytelka, FSA, MAAA
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Jim O'Connor, FSA, MAAA
Principal and Consulting Actuary
71 S. Wacker Drive, 31st Floor
Chicago, IL 60606
Tel: 312 499 5569
Fax: 312 726 5225
Jim.oconnor@milliman.com

Sincerely,

A handwritten signature in black ink that reads 'Jeremy D. Palmer'.

Jeremy Palmer, FSA, MAAA
Principal and Consulting Actuary

7.2 Executive Summary

CAPABILITIES

Milliman is delighted by the opportunity to partner with Cook County Health and Hospitals System (CCHHS). The proposed solution described in this document relates to providing actuarial services, primarily to support the CountyCare population. Medicaid populations often display a wide range of needs, both medical and related financial needs, such as transportation, food, and housing. The system transformation CCHHS is contemplating is an occasion to analyze this challenging population and how it interacts with the delivery system supporting it. This will provide the insight CCHHS needs to customize the direction of the transformation and choose and prioritize between many possible paths for implementation.

Milliman hopes to assist CCHHS in this endeavor. We propose to start by providing CCHHS with IBNR tools that may be used to better understand what services are currently being delivered, to whom, and to monitor how this is changing as the enrolled population grows and evolves. Benchmarking analysis can assist in helping to identify the areas that CCHHS may wish to prioritize to maximize impact. In depth analysis can be performed on identified areas, in order to better understand why the system is performing differently than others. This will assist with selecting potential solutions, the best of which can be modeled to estimate the impact on quality and cost. Armed with these analyses, CCHHS will be able to select and integrate the best solutions into a cohesive transformation plan, with confidence that is addressing the most critical needs of the system.

KEY TEAM MEMBERS

Key team members and their roles are listed below.

Christine Mytelka is the primary contact, and together with Anders Larson, has the necessary skills and experience to provide primary support for most projects under the contract.

Anders Larson will provide primary support for most projects. He will also provide oversight and guidance to the data processing and analysis team.

Jim O'Connor will provide peer review and guidance for major project deliverables.

Jeremy Palmer will maintain overall responsibility for the contract.

All key team members are Fellows of the Society of Actuaries (FSAs). Biographies and certifications for key team members are provided in Section 7.5.

There are no subcontractors proposed for this contract.

COMPANY ORGANIZATION

The Milliman organization chart is provided in Appendix 1.

Milliman is a corporation, with its Chief Executive Officer, Chief Financial Officer, and most corporate staff located in Seattle. Milliman's Board of Directors includes the Chairman, CEO, Practice Directors from the four primary service areas and five at-large members who are also Principals of the firm. Milliman is wholly owned and managed by its approximately 400 Principals, who have been elected in recognition of their technical, professional and business achievements.

Milliman utilizes National Steering Committees to provide overall coordination and quality control for each consulting discipline. The Committees establish policy, develop guidelines, implement the peer review process, and provide support to local offices.

STRENGTHS

Although there may be other qualified actuarial firms, we feel that no firm can match the combination of Milliman's experience, high technical ability and client service. In a world overloaded with information, our clients rely on us to help find the right information and turn it into actionable knowledge to solve their toughest problems with confidence. We are committed to bringing depth, clarity and context to the issues and challenges that our clients face every day. Our clients rely on us to be industry experts, trusted advisors, and creative problem-solvers. Here's how we accomplish these goals:

- **INTELLIGENCE.** Milliman attracts – and retains – the best and brightest, talented professionals who are highly skilled, savvy business consultants and actuaries. We thoroughly understand the complex industries in which we work. We help clients make business sense of complicated technical situations, with practical intelligence that yields practical results.
- **INDEPENDENCE.** Milliman consultants are known for objective analysis and independent, unbiased advice. Our firm is independent – owned by our employees, not by a parent organization. We adhere to the highest professional standards, with integrity and no hidden agendas. The Milliman culture also allows for true market-driven growth, with consultants free to focus on areas that are important to our clients.
- **INNOVATION.** At the forefront of the industries we serve, we are continually innovating to help clients prepare for changes in the business landscape. We combine established approaches and solid thinking with fresh ideas and creative applications that will help your business today and tomorrow. And with our industry-leading, innovative tools and extensive research, your business will have the support it needs to succeed.
- **IN THE KNOW.** Our consultants are industry experts, supported by Milliman's wide-ranging experience, large knowledge base, significant research resources and active involvement in multiple markets. With a window into your business, we can help you anticipate changes, recognize opportunities and develop proactive strategies.
- **IN DEPTH.** One of our key strengths is bringing clarity to complex situations. By listening closely and learning continually, we gain an increasing depth of understanding that can help you see the big picture and approach problems from all sides. Milliman answers are not simplistic – we use the best data and information, skilled analysis and broad business thinking to move from challenge to solution.
- **IN FOCUS.** We're a client-focused firm and our approach is tailored to each client and each project. While we have many Milliman-developed tools to offer, we don't sell cookie-cutter, pre-packaged answers to your business problems. With your specific needs in mind, Milliman consultants deliver customized, thoughtful and flexible solutions targeted to your environment.
- **IN TOUCH.** Personal attention and long-term relationships are the cornerstones of our deep commitment to service. We work with our clients as partners and genuinely care about your business. Whether it's helping you to reduce risk, avoid costly mistakes or model a range of solutions to a given problem, Milliman consultants are responsive to your needs and help you succeed.

Milliman is committed to partnering with CCHHS, to help ensure a better understanding of the needs and challenges facing CountyCare, identify the most promising areas for improvement, and work with CCHHS to design solutions.

7.3 Response to Scope of Work

This section is organized to follow the requirements in Section 6 of the RFP document.

DESCRIPTION OF WORK (6.1)

Accurate and complete claims and enrollment data is the foundation upon which actuarial analysis and insight is built. In sections a through c, we describe the tools and processes Milliman will use to assist CCHHS personnel with performing IBNR calculations, the type of data that will be needed, and input and discussions we would like to have with CCHHS to optimize opportunity for meaningful and productive analysis. We describe how the IBNR process may be organized and documented for successful transition to CCHHS personnel, and the ongoing support that Milliman is available to provide.

Building upon the complete and accurate expenditure and enrollment summaries developed as part of ongoing IBNR work, we would like to develop standard reporting that may be updated periodically and allow benchmarking to similar plans. These comparisons will facilitate identification of opportunities, and development of a deeper insight into selected populations, processes, and payment methodologies. This information may be used to guide system transformation; it can assist with selection of ultimate goals, and can also indicate intermediate steps necessary to reach these goals in a manner that is rational and accepted by all stakeholders.

a. Assist CCHHS personnel in calculating IBNR on a quarterly basis

To assist CCHHS personnel with calculating IBNR on a quarterly basis, we will begin by providing CCHHS with the Claims Reserve Estimation Workbook (CREW) model, documentation, and initial training. On an ongoing quarterly basis, Milliman will continue to assist CCHHS personnel by reviewing their work and providing guidance and suggestions. This will ensure financial estimates are as accurate as possible.

QUARTERLY PROCESS

As soon as quarterly data is available, Milliman and CCHHS personnel will begin data validation and claims estimation analysis. Milliman will review CCHHS estimates within approximately one to two weeks of receipt, and will provide written documentation of all steps of the review process, including any issues or recommendations related to assumptions used, data stratification, and other methodology. At a minimum, Milliman will perform the following checks:

- Reconciliation of raw claims and enrollment used for the analyses
- Review of assumptions for reasonableness and consistency
- Review of final results

Should questions be raised during the review process, Milliman's recommendations may be discussed verbally or clarified in follow-up email communications.

THE CREW MODEL

CREW (Claims Reserve Estimation Workbook) is Milliman's Incurred But Not Reported (IBNR) calculation model. CREW is an excel-based model that is used internally by Milliman actuaries and is also licensed to Milliman's clients.

The operating manual for Milliman's IBNR (IBNP) model, CREW, is attached as Appendix 2A of this response. IBNP (Incurred but Not Paid) is the formal term used in the CREW model in lieu of the more informal term IBNR (Incurred but Not Reported). IBNP includes both IBNR and ICOS (claims that have been reported to the payer but have not yet been paid - In Course of Settlement).

CREW allows for raw claims data to be entered in aggregate or with stratifications for each covered population and service type grouping. For each population/service stratification chosen by the user, CREW will create thirteen exhibits. Each exhibit represents a step in the process and provides useful information that may be reviewed to assist the user with identifying missing data or making adjustments to the assumptions. Appendix 2B contains a sample, illustrating eight of the thirteen exhibits for a hypothetical data set of inpatient hospital claims (service type grouping) for a low income adult population.

The model is very flexible and allows for multiple overrides and inputs. For example, for each data stratification, trend can be entered separately. This is useful when the user would like to use different trends by category of service, for example a different trend for pharmacy claims than for hospital claims.

Sensitivity testing: The model is set up to handle up to 24 scenarios to allow the user to understand and quantify the impact of input assumptions.

RECONCILIATION TO PRIOR ANALYSES

The CREW model is set up to retain results from prior analyses. This feature facilitates comparison of the current IBNR analysis to results from prior months or quarters. CREW automatically provides a calculation of validated claim liabilities that can be compared to amounts that were determined and established for previous periods. This feature helps users and reviewers to better understand the accuracy and reliability of the results.

b. Train CCHHS personnel in performing the IBNR calculation including providing any tools necessary

CCHHS has identified personnel who will continue to perform IBNR analyses on an ongoing basis. Milliman will work with these individuals to set up a training and transition schedule. Tools and templates initially provided will include the following:

- CREW model licensing (one-time fee), including model and manuals
- Customized model set up for CCHHS, including historical information and settings used for prior IBNR analyses
- Logic used to validate, summarize, and format data for input to the CREW model
- Logic and template format used to provide periodic data summaries to management

To fully support the first analysis to be completed by CCHHS personnel, Milliman would suggest the following steps:

- Initial discussion between Milliman and CCHHS transition personnel, including an overview of the process, reporting, and an understanding of the importance of results to CCHHS leadership.
- Live training, allowing CCHHS personnel to work through the entire process with Milliman
- Discussion of checks, reconciliation, and tools that may be used to check accuracy and consistency
- Discussion of appropriate documentation of results, checks performed, and methodology notes

Milliman will be fully available for follow-up questions and support, and will perform ongoing training during quarterly updates. The fact that CREW is an Excel-based tool usually makes it much easier and faster for new users to learn how to use the model and facilitates a better understanding since it is not a "black box" program.

The main topics to be covered in initial training are data validation, data stratification, and reserving methodologies.

DATA VALIDATION

Data validation is the first step in the process. To be confident of any analysis, CCHHS must be confident the raw data upon which it is based is accurate and complete.

Membership may be summarized based on eligibility (834) files. Summaries created by the actuary may be compared to summaries developed by the TPA or the state. They should also be reconciled to capitation payments received by CountyCare, stratified by program and capitation category (820 files). This will ensure that CountyCare is receiving appropriate reimbursement for those to whom it is providing medical services. It will also ensure that CountyCare is fulfilling its obligation to those for whom it is receiving payments.

Claims summarized from 837 files should be reconciled to TPA summaries, and also to financial records, such as invoices and general ledger entries. This will confirm that claims processing procedures are appropriate. Claims should also be evaluated for internal consistency and reasonableness. For example, per member per month costs and utilization should be reasonably consistent from month to month, with a distribution of services that is appropriate for the populations, and average unit costs in each service category should be consistent with reimbursement agreements. A more detailed list of common validation steps is provided in section h.(d).

After validation, claims data would be typically be summarized by service month, paid month, population, and service category. Before the initial data set is entered into the CREW IBNR model, Milliman would review raw data summaries for completeness, reasonableness and consistency. Should data appear to be missing or inaccurate, relevant summaries would be provided to allow CCHHS the option to investigate further.

DATA STRATIFICATION FOR IBNR ANALYSIS

The best IBNR results are generally obtained when input claims data is stratified both by *service type* and by *population*. Population and service category definitions would be determined in consultation with CCHHS. These definitions are flexible, and should be customized to best fit the program.

Populations should be stratified into groups with similar expected claims costs, and for Medicaid populations this generally starts with aid category, such as adult, child, aged, and disabled. Within these broad categories, sub-populations could also be developed. For example, within children, CCHHS may wish to create separate groupings for clinically complex children, foster children, or some other sub-population. Or CCHHS may wish to separate incarcerated individuals from other adults. However, these population groupings need to be sufficiently large to retain statistical credibility. To help CCHHS decide how to stratify the population data, Milliman would provide preliminary summaries to CCHHS for review and category adjustment.

Service category stratifications begin with large groups such as inpatient hospital, outpatient hospital, physician, pharmacy, and ancillary. Additional stratifications would depend on what is of interest to CCHHS and its statistical credibility. For example, emergency department services may be segregated from other outpatient care, or mental health services may be identified.

RESERVING METHODOLOGY

Milliman's IBNR model, CREW, implements two reserving methods:

- Lag Development Method (Lag Method)
- Projection of Ultimate Incurred (Projection Method)

For older service incurred months, for example for services provided in CY 2013, it would be typical for payment and reporting to be substantially complete (for example 99%). For such months, the Lag Method is normally used. CREW illustrates input data in claims triangles (month incurred by month paid) and cumulative claims triangles, and uses historical payment timing to estimate the value of claims that have not yet been paid.

The Lag Method generally produces more accurate results when data is stratified by service type, which allows grouping claims with similar payment timing characteristics. Pharmacy claims, for example, are generally submitted and paid much more quickly than claims for more complex services such as inpatient hospital admissions. As a result, stratifying data by service type results in more precise estimates as well as better facilitates the identification of any aberrations in claim patterns that may be occurring.

For recent service months, claims payment may be very preliminary (for example 30% complete). Because the Lag Method may provide a wide range of possibilities for recent months, the Projection Method is generally used to reduce volatility. The Projection Method develops a historical per member per month (PMPM) estimate that is trended to the current time. PMPM costs vary by population; the PMPM cost for the low income adult population may be very different from the cost for children, seniors, or disabled persons. As the mix of population types covered under CountyCare evolves, the projection method is more likely to produce accurate results if input data is stratified by population.

Final IBNR estimates in CREW are based on a blending of these two methods, using the Lag Method for older service months, and a blend that increasingly relies on the Projection Method for more recent months. Final IBNR estimates for each population and service category may be summed to develop the total IBNR estimate. This approach is very consistent with widely accepted actuarial practices for IBNR analyses.

The covered population and service type groupings are flexible; they should be designed to meet CCHHS' needs and may evolve as those needs change over time.

c. Annual IBNR calculation tested by Contractor

Periodic reviews of IBNR calculations ensure that the data foundation for CCHHS' strategic decision making is accurate and fully reliable. The most important of these periodic analyses is the annual review of year-end claims liabilities, which is also reviewed as part of the annual audit of CCHHS' financial records.

The annual process will be greatly improved by having a periodic process in place during the months prior to the annual review. This will allow many functions to be set up and tested ahead of time, including metrics to be tracked to ensure internal consistency, identification of appropriate financial records to be used for validation, and testing and validation of claims processing procedures. This will also allow Milliman to gain a better understanding of the population characteristics and historical payment patterns.

For the annual IBNR calculation, Milliman will prepare a formal report that may be shared with the auditor, documenting results, data, assumptions, and methodology. A draft version of the report will be available for CCHHS to review at the end of January.

We anticipate Milliman will receive automated claims and enrollment data updates throughout the year. The updates should be in a consistent format, which will reduce the need for manual adjustments to processing. Having ready access to updated data will facilitate annual IBNR review, and also facilitate additional analyses, as discussed in the next section.

d. Reviews data for possible cost improvement areas

After validated claims and enrollment data is available from completion of the IBNR calculation process, it is often valuable to prepare and update a consistent set of reports summarizing key values. These reports should be structured based on the current program and future goals, providing information that will allow management to identify opportunities, and track progress. High level reporting may include the number of individuals enrolled in each population, the average per member per month cost, total expenditures for each major provider group, and other available information CCHHS would like to monitor or compare to benchmarks.

This information summarized for periodic reports to management may be more granular or detailed than summaries developed for use in the IBNR process. For example, CCHHS may wish to track populations that were too small to separate out in the IBNR process or stratify the population by zip code, PCP, ACO, age, or income band. For an individual service type, CCHHS may wish to compare expenditures and cost per unit by site of service (for example hospital outpatient versus ambulatory surgical center), by internal provider/external provider (leakage), or by specific internal provider.

We will work with CCHHS to develop reports for review on a periodic basis in order to better monitor and manage the program. At your discretion, the logic used to develop the data summaries could be provided to CCHHS' internal IBNR group to allow them to manage monthly or quarterly management reporting. We would also continue to work with you to develop new reports or adjust old reports, as the need arises.

To allow best use of management reports, it is usually helpful for summarized information to be staged such that it is accessible to all appropriate members of the management team (and ideally also executable). For purposes of this proposal, we have assumed that CCHHS already has an appropriate platform, but Milliman could also assist with this.

e. Reviews CCHHS/CountyCare Ideas for potential cost savings, evaluations, and makes recommendations

Milliman will begin by reviewing CountyCare's negotiated reimbursement agreements, sub-capitation agreements, ACO agreements, care coordination programs, network utilization, and other financial and operational arrangements.

Claims information may also be used to suggest potential cost savings ideas. For example, comparing quarterly data updates to benchmarks, using summaries described in section d, will provide an understanding of how the CountyCare program may differ from other programs, indicating both strengths and opportunities. Similarly, an analysis of demographic and disease prevalence in the population, as described in section f, will allow identification of population needs, which may be compared to network resources in order to identify potential gaps and redundancies.

After review of all these materials, Milliman will prepare a summary of observations. These will be discussed with CountyCare in order to jointly develop an initial list of ideas for potential cost savings and quality improvements. This list will be maintained and updated periodically based on quarterly reviews or other trends that may emerge. This list may also be used to develop an overall strategic plan to meet CCHHS' goals and objectives related to financial risk, cost improvement, and health outcomes.

Program changes that CCHHS may wish to consider could take many forms and should be selected and customized as appropriate for the system. After using summaries and cost models to better understand the system's current needs, the next step would be to determine the system's long and short term goals. Examples might be:

- Greater vertical integration of system networks
- Increased use of primary care and prevention
- More effective use of technology
- Increased integration between mental health and physical health care, or
- Increased in-network utilization by CountyCare enrollees

Finally, CCHHS may wish to identify and customize a number of specific structural solutions. Some may be more appropriate for internal use, and others for payment outside the system. Some may be applicable to specific services. Certain alternative payment mechanisms are listed below. Please note that there are overlapping elements to many of these. For potential solutions that spark interest, Milliman can provide CCHHS with additional background information, then work with CCHHS to design a customized version of the payment mechanism that best meets the system's needs.

BUNDLED PAYMENTS

Bundled payments attempt to move away from the fee for service reimbursement system in which physicians are rewarded for doing procedures toward one in which they are rewarded for an entire episode of care. This is an extension of a concept that is used by Medicare for inpatient hospital reimbursement, in which reimbursement is based on the primary diagnoses of the admission, regardless of the number of tests, procedures, and supplies used in patient care.

Depending on how the bundled payments are structured, they may also impact the willingness of primary care providers to refer patients out of network.

CAPITATION AND SUB-CAPITATION

Depending on what services are available within the system, some services, such as dental services or mental health services, may be more efficiently provided by an outside entity. If this is the case, Milliman could help CCHHS determine appropriate pricing and quality metrics (for example, a minimum for the percent of children who receive prophylactic dental services each year).

PATIENT CENTERED MEDICAL HOMES

Under the patient centered medical home model, each enrollee would be paired with a personal physician who would coordinate and facilitate all care and be accountable to the patient. In most cases this would be a primary care physician, but for those with chronic illness, it could also be a specialist. Care is patient-centered, respecting patient and family needs and preferences, with emphasis on the relationship between the patient and the personal physician, rather than between the patient and the case manager. Access is convenient, enhanced by email, telephone, and video communication as well as after hours and weekend access, all with minimal wait times. The model generally also includes increased use of health information technology, evidence-based best practices, measurement of key quality indicators, and strong care coordination.

Reimbursement would need to be adjusted to support the medical home. Physicians would need to be reimbursed for care coordination activities and email and telephone consultations. Incentive payments or shared savings programs would reward those who meet quality metrics, adopt technology effectively, and keep most referrals in network.

Medical homes can also be an effective means to keeping patients in network. Training primary care physicians on how to be accessible and form effective personal relationships with their patients is both good medicine and good business practice.

INCENTIVE PROGRAMS

Incentive programs can take many forms, and include any program that measures and rewards cost savings and quality improvements. In these programs, providers would typically report quality and patient satisfaction data to CCHHS and receive either bonus payments or enhanced reimbursement for better quality outcomes. There are several critical components to the success of such programs:

- Metrics must accurately reflect the range of behaviors that CCHHS wishes to incentivize
- Incentives must be designed with an eye to incremental progress toward ultimate system goals
- Metrics must be monitored and possibly adjusted to ensure they are having the desired impact

Incentive programs are sometimes designed at the individual provider level. However, it is sometimes helpful to have collective accountability as well. This drives sharing of best practices, internal peer review, and positive peer pressure to be responsive to evidence-based recommendations.

ACCOUNTABLE CARE ORGANIZATIONS

An ACO is one convenient way to provide financial incentives to encourage health care integration. It combines the characteristics of an incentive program (measurements, rewards), with a delivery structure that also supports integration. The professionals proposed for this contract have extensive expertise and experience in assisting ACOs by supporting case management, delivery system coordination, and incentive restructuring. Many of the tools and analyses used to support ACOs may also be useful to CCHHS.

f. Reviews data for demographic, disease prevalence, or care or cost anomalies

Strategic direction must be informed by an accurate understanding of the underlying membership, its medical needs, and how those needs are currently being met and managed.

DEMOGRAPHIC SUMMARIES

On the most basic level, this begins with demographic information: what percentage of the population are children, and what percentage are adults? How many disabled individuals are being served? How many pregnant women give birth each year? And how have the demographics changed over time? Understanding the basic demographics will provide a starting point for the demands that will be placed on the health system: the number of pediatricians needed, or geriatricians, the likely demand on inpatient or outpatient services, or the need for mental health services. Milliman will begin by providing demographic summaries that are structured to provide insight into utilization and service needs. These will be updated periodically and may be customized upon discussion with CCHHS.

PREVALENCE ANALYSIS

After gaining an understanding of basic demographics, a common next step is to understand the prevalence of various chronic conditions within the population. This is generally done by identifying conditions based on diagnosis codes found on the claims data or based on services provided.

Understanding the significant health needs present in the CountyCare population can assist CCHHS in designing or modifying programs, especially care management programs. Care management programs are most effective when primary care team composition and interventions are designed for the needs of the population being served. CCHHS could also use this information to design medication management programs, outreach programs, screening programs and assessments, or incentive programs. In addition, information on the needs of the population can help determine what type of specialized training to offer to internal team members, or to match patients to primary care providers with special expertise in their conditions.

After programs have been designed, claims data is often used to target individual enrollees who are the most favorable candidates for complex care management, outreach, or screening. Automated programs that rely on claims data are an efficient and effective means of targeting, and are also very flexible and easy to customize for CCHHS' population and programs.

Prevalence analysis can also be used to guide network development and resources acquisition. It is important to ensure that the network contains adequate practitioners of each type (for example psychiatrists or cardiologists) to care for the population's chronic needs. The following example illustrates this concept for a hypothetical Medicaid population.

Summary of Prevailing Chronic Conditions Calendar Year 2013 CDPS & MRx Analysis Members with 6+ months of enrollment			
Condition	Total N = 37,336	Population 1 N = 25,550	Population 2 N = 11,786
Cardiovascular	32.8%	25.5%	48.8%
Psychiatric	24.5%	23.6%	26.3%
Skeletal and Connective	21.4%	16.3%	28.1%
Gastrointestinal	20.2%	17.4%	26.3%
Pulmonary	16.7%	13.3%	24.0%
Diabetes	13.2%	10.0%	20.3%
Ear	11.5%	11.2%	12.0%
Cancer	9.7%	8.4%	12.7%
Nervous System	8.8%	7.0%	12.6%
Skin	6.6%	6.0%	7.8%
Metabolic	6.6%	5.3%	9.2%
Genital	5.7%	6.1%	4.8%
Substance Abuse	4.6%	3.5%	7.1%
Renal	4.2%	3.2%	6.2%
Infectious Disease	2.9%	2.2%	4.6%
Eye	2.9%	1.5%	6.1%
Hematological	1.3%	1.1%	1.8%
Cerebrovascular	0.8%	0.4%	1.0%
Developmental Disability	0.0%	0.0%	0.1%

Sums exceed 100% due to many members having multiple conditions.

Summary excludes "Not Well Defined" and "Super Low" CDPS flags, except for Ear.

IDENTIFYING CARE OR COST ANOMALIES: ACTUARIAL COST MODELS

Finally, it is important to understand how the population may be different from a standard, or benchmark population, either with regard to medical needs or in how those needs are met.

Actuarial cost models provide a useful high level summary of service utilization and cost for each population. These summaries normally include utilization, cost per service, and per member per month (PMPM) information by service type. These summaries may be developed for all of the services provided to a population, or could represent an in-depth view of a specific service. Appendix C contains sample actuarial cost models for two hypothetical populations: Low Income family adults and children. The first set of actuarial models contains high level information for all services, while the second set of models provides a closer focus on the dental benefits provided. The closer focus could be provided for any category of service, at various levels of detail. For example, inpatient hospital information could be provided in actuarial cost model format at the DRG level, with both days and admit information provided.

Comparison across populations, in order to identify anomalies, is facilitated by the actuarial cost model format. Stratifying the PMPM cost by service simplifies comparison to other populations, for example to illustrate which services are primarily responsible for the differences in cost between foster children and children who are living with a parent. Providing information on utilization and cost per service helps identify clues as to whether the higher costs are due primarily to increased utilization or a higher average acuity level.

Benchmarking across programs and providers is also facilitated by the actuarial cost model format. When reimbursement varies between programs or providers, the PMPM cost data may provide insufficient information to allow program evaluation. In these cases, utilization may provide the best basis for comparison.

Often, actuarial cost models facilitate identification of potential care or cost anomalies that may be further investigated.

Sample actuarial cost models are provided in Appendix 3.

Targeted Investigation of care or cost anomalies

Where care or cost anomalies are identified based on the actuarial cost model, a targeted investigation can often provide insight. A few examples are provided below:

INPATIENT ANALYSIS

Because inpatient care usually constitutes between a quarter and a third of overall health care costs, identifying and reducing potentially unnecessary admissions can have a large impact on the bottom line. The main targets for utilization programs are generally ambulatory care-sensitive admissions, preference sensitive admissions, and readmissions. The Agency for Healthcare Research and Quality (AHRQ) has published reports that can serve as benchmark rates to help CCHHS estimate the proportion of ambulatory care-sensitive admissions that could reasonably be eliminated by improved care in the community.

An inpatient utilization rate study could quantify utilization by DRG to identify the types of admissions that may vary materially from other Medicaid programs, or between in-network and out-of-network.

EMERGENCY DEPARTMENT ANALYSIS

For many populations, a large portion of the inpatient admissions originate in the emergency department. In many cases, admitting these patients may not have been necessary. Further, many of the patients should not have used the emergency department to treat their condition. Our analysis provides a summary of emergency department visits by facility, split between those that resulted in an inpatient admission, observation or discharge to home. It is useful for understanding where the largest volumes of emergency department visits are occurring, as well as which facilities have been more likely to admit beneficiaries who arrive in the emergency department.

As part of this analysis, we apply the New York University (NYU) algorithm to identify emergency department visits that were for non-emergency situations. The NYU algorithm is applied based on the primary diagnosis code on the emergency department claim.

One drawback to using this model is that the base data has not been updated in some time. As a result, many visits may be labeled as unclassifiable due to new ICD-9 diagnosis codes. In addition, most mental illness and substance abuse visits are also labeled as unclassifiable. Nevertheless, an analysis of non-emergent visits would likely yield information that CCHHS could use to better understand how to reduce emergency department utilization and inpatient admissions.

Emergency Department Analysis											
Non-Emergent Visits Identified with NYU Emergency Department Classification Algorithm											
Hospital	Total ER Visits		Standalone ER Visits			ER Visits into IP Admission			ER Visits into Observation		
	Number of ED Visits	Percent Non-Emergent	Number of ED Visits	Percent of Total ED Visits	Percent Non-Emergent	Number of ED Visits	Percent of Total ED Visits	Percent Non-Emergent	Number of ED Visits	Percent of Total ED Visits	Percent Non-Emergent
Total	12,881	14%	5,878	67%	18%	3,141	24%	4%	1,176	9%	12%
FACILITY 1	5,874	14%	3,887	65%	18%	1,609	28%	4%	380	7%	11%
FACILITY 2	2,885	14%	1,874	63%	18%	807	27%	4%	304	10%	12%
FACILITY 3	1,823	15%	1,329	73%	18%	333	18%	5%	159	9%	11%
FACILITY 4	588	15%	415	71%	19%	135	23%	2%	38	6%	10%
FACILITY 5	348	17%	207	60%	20%	1	0%	0%	138	40%	12%
FACILITY 6	165	14%	132	80%	17%	25	15%	2%	8	5%	5%
FACILITY 7	124	18%	113	91%	18%				11	9%	16%
FACILITY 8	113	18%	91	81%	22%	17	15%	10%	5	4%	0%
FACILITY 9	103	18%	82	60%	16%	9	9%	22%	32	31%	21%
FACILITY 10	78	19%	35	45%	30%	16	21%	6%	27	35%	12%

ANALYSIS OF PRACTICE PATTERNS EXAMPLE – ATYPICAL ANTIPSYCHOTIC DRUGS

This analysis is an example of a drill-down analysis into a specific area of interest or concern to a client. We often perform similar analyses to help our clients understand current practices, especially when there is concern that current practice may not be efficient or is not resulting in best quality of care.

Atypical Antipsychotic Analysis (Example)

Atypical antipsychotics, most commonly prescribed under the names Abilify, Seroquel, and Zyprexa often account for a large proportion of Medicaid pharmacy expenditures for children. In addition, these drugs are commonly associated with serious metabolic side effects such as obesity and diabetes. The following example illustrates atypical antipsychotic pharmacy usage for a hypothetical Medicaid population.

CY 2013 Recipients of Abilify, Seroquel, or Zyprexa Age 18 or Under By Diagnosis				
Diagnosis	Abilify	Seroquel	Zyprexa	Total
On-Label Diagnoses				
Schizophrenia	97	81	58	197
Bipolar Disorder	1,245	885	324	2,081
Severe Depression	434	239	68	642
Autism	-	-	-	-
Total On-Label Recipients	1,776	1,205	440	2,920
Off-Label Diagnoses				
Hyperkinetic Syndrome of Childhood	2,342	1,002	313	3,381
Disturbance of Emotions Specific to Childhood	1,306	533	184	1,808
Conduct Disturbance	1,145	459	188	1,805
Episodic Mood Disorder	1,057	512	175	1,528
Neurotic Disorder	733	313	106	1,048
Adjustment Reaction	65	334	95	970
Mental Retardation	310	156	94	503
Depressive Disorder, NOS	324	142	39	466
Nondependent Abuse of Drugs	180	95	18	265
Non-organic Psychosis	127	53	32	180
Personality Disorder	108	38	19	146
Drug Dependence	68	52	11	116
Organic Psychotic Condition	45	26	11	72
Alcoholic or Drug Psychosis	14	11	4	25
Alcohol Dependence Syndrome	6	6	-	11
Sexual Deviation/Disorder	7	1	1	9
Paranoia	1	2	2	5
Other Mental Health Diagnosis	313	143	85	541
Total Off-Label Recipients	8,151	3,878	1,377	12,659
Recipient with no Mental Health Diagnosis	2,021	914	213	2,972
Total Atypical Antipsychotic Recipients	11,948	5,997	2,030	18,551

Children with multiple prescriptions:

The total column may be smaller than the sum of the three drugs, as some children are on multiple atypical antipsychotics.

Children with multiple diagnoses:

Children with an on-label diagnosis, even if not primary, were classified under that diagnosis. Otherwise, they were classified based on the primary diagnosis.

On-label indications include schizophrenia, bipolar disorder, major depressive disorder and irritability associated with autism. The exhibit above was developed in order to understand the extent of off-label utilization. Other analyses that could be performed to identify potential improper use of atypical antipsychotics include patients with no evidence of ongoing monitoring, who are taking two or more antipsychotic medications concurrently, prescriptions for children under the age of 5, or dosages significantly higher than recommended.

g. Assist in auditing TPA claims adjudication to ensure contracted pricing/fee schedule are paid correctly

Setting an appropriate reimbursement structure and strategy and negotiating reasonable pricing with external providers will be critical to the success of the CountyCare program. However, these efforts may be undermined if reimbursement policies are not implemented accurately by the TPA.

At the beginning of the contract, Milliman will review historical claims to ensure they have been paid correctly. Claims will be reviewed by provider and category of service for internal consistency, and selected individual claims may be audited, especially where anomalies may be detected.

As the contract progresses, Milliman will partner with CCHHS to determine where it may be appropriate to make changes to contracted reimbursement. After a potential solution or set of solutions has been articulated, Milliman will estimate the impact of each potential option, on utilization, cost per service, overall expenditures, and in relation to capitation revenue.. Estimated impacts may include both quality and cost improvement outcomes, as well as other system goals such as increased integration or reduced leakage. Milliman will work with CCHHS to estimate the impact to the system, in order to reflect both theoretical or benchmark results, but also to adjust for the unique CCHHS environment. Consideration should also be given to whether it is desirable to implement gradually to give providers more time for education and adjustment.

As proposed reimbursement changes are approved and implemented, Milliman will monitor the actual impact of the change and reconcile to projections. Again, selected claims may be audited, both to ensure accurate implementation and to better understand how the reimbursement change is affecting behavior and whether it is having the desired effect.

h. Assist in complex analysis, reporting, and education on an ad hoc basis

Milliman's actuarial support activities vary significantly from organization to organization, and are customized to the client's financial structure, demographics, disease burden, opportunities for care management, desired scope of services, and many other factors.

The analyses that CCHHS may wish to perform under the ad hoc section are open-ended. We have structured this section to illustrate a range of capabilities, from which CCHHS may wish to prioritize and make selections as appropriate.

A. ANALYSIS TO DETERMINE APPROPRIATE CAPITATION AMOUNTS FOR PROVIDER AT-RISK AGREEMENTS

Determination of appropriate capitation amounts for provider at-risk agreements is foundational to CountyCare's financial success. Every dollar that another provider is "overpaid" takes a dollar out of the system that could be used to provide better quality care or support financial independence. The Milliman team proposed to support this contract has deep expertise in setting and reviewing capitation rates for Medicaid programs as well as commercial contracts. Milliman's Medicaid consulting group develops capitation rates for over half of the nation's state Medicaid agencies.

The base information used to determine an appropriate capitation amount for a provider at-risk agreement is an understanding of the historical per member cost and utilization profile. We would begin by summarizing historical data for the services to be covered by the capitation agreement. Where appropriate, the historical data may be summarized by population or by sub-services. For example, when developing capitation rates for dental services, the historical data is typically summarized separately for children and adults. On a service level, a dental cost model is used to illustrate cost and utilization of the various preventive services (Class 1), basic services, such as fillings and extractions (Class II), and major services (Class III).

After historical costs are developed, various adjustments are applied. Historical unit costs must be adjusted to account for medical cost inflation, and utilization must be adjusted to reflect changing practice patterns and demographic shifts in underlying membership. An example is the recent addition of children and disabled persons to CountyCare membership.

Perhaps the most difficult adjustments to develop are managed care adjustments. These reflect efficiencies gained from additional care management expertise the provider-at-risk may bring to the table, for example by reducing unnecessary or low value elective utilization. Milliman uses proprietary tools and benchmarks developed from large historical data sets to estimate the reductions in excess utilization that may be achievable at various degrees of healthcare management. Estimated managed care efficiency adjustments may be developed as a range of potential outcomes. It is generally

appropriate to allow the provider-at-risk to realize a portion of the benefit of the efficiencies, or to offset savings with an allowance for the provider-at-risk's administrative or care management costs.

Because many of these adjustments are estimates, Milliman will often develop a range of appropriate reimbursement levels rather than a point estimate. The estimated appropriate range and the underlying assumptions would be discussed with CCHHS management, and be used to support negotiations.

B. RATE SETTING

CountyCare revenue will be dictated by the Illinois Medicaid rate setting process. CCHHS will need to have a deep understanding of the process and execute a strategy to ensure that the capitation revenue received will be able to provide appropriate funding for the population served. The rate setting process is operationalized by the state and their contracted actuary, with review and approval coming from CMS.

Capitation revenue paid to the Medicaid health plans must be certified as actuarially sound based on federal regulation. Additionally, there is an actuarial standard of practice that governs the rate setting process employed by the actuary. In general, the calculated rates and the documentation must illustrate that the capitation rates are reasonable, appropriate, and attainable for the population served for the period of the contract.

Milliman will educate CCHHS on the process and assist in developing the internal strategy for rate setting adequacy, planning, and forecasting.

- **Rate adequacy.** The capitation rates are generally developed using a base data set from the enrolled population. CCHHS will have a vested interest in ensuring that the base data is complete and accurate. This begins with CountyCare encounter data reporting. Additionally, there are numerous actuarial assumptions that are applied between the base data and the final capitation rates. Milliman will identify these items for CCHHS and educate the leadership on generally accepted actuarial practice used in their estimation. CCHHS will then be able to execute the advocacy for capitation rate adequacy.
- **Rate planning.** Internal budget planning will rely heavily on the capitation rates available to fund member expenses. Milliman's process for internal reporting will include reporting of capitation rates based on the enrollment of CountyCare membership by rate cell.
- **Rate forecasting.** Setting budgets and planning for future periods will rely upon solid forecasting of financial results, including expected capitation revenue. Milliman will provide expert advice related to the direction and magnitude of expected capitation revenue for purposes of internal planning and forecasting.

C. RISK ADJUSTMENTS

Risk adjustment is used by the state of Illinois to adjust capitation payments made to managed care providers. Understanding how risk adjustment works and the operational factors that can affect CountyCare's risk score profile can have a significant impact on CountyCare revenue.

Risk adjustment should also be used by CountyCare as part of internal analytics. For example, when comparing medical home or PCP performance based on average member cost or utilization, it would be appropriate to adjust for the average morbidity (risk score) of assigned members.

Risk scores are a method for measuring underlying health care resource needs. Risk scores are assigned to individual members based on claims data information, and individual scores are aggregated into a population risk score. A prospective risk score is correlated with prospective cost, such that a population with a risk score of 1.5 is expected to have average costs that are 1.5 times as high as a population with a risk score of 1.0.

There are many models that have been developed for risk score determination, such as the CMS-HCC model, CDPS, MARA, ACG, and many others. The models generally rely on using claims data, primarily diagnosis codes and prescription drugs, to identify an individual's disease conditions. An individual's risk score is assigned based on his or her age and gender and "weights" associated with each condition. Best results are obtained when the weights used with the model are recalibrated to reflect the reimbursement, covered benefits, and the population to which it will be applied. Recalibration and other adjustments to risk models require an advanced understanding of the underlying theory, beyond the level of most practitioners. Milliman employs many world-class experts in the field.

Risk scores provide a convenient method for comparing overall population cost. On the commercial healthcare exchanges, for example, risk scores are used to adjust health plan reimbursement to reflect the morbidity of each plan's population compared to the average.

Risk scores may also be used to better characterize high need populations or as part of a methodology for identification of high need enrollees, in order to better manage their care. This is discussed in more detail in section h.(E). The following example illustrates this concept for a hypothetical Medicaid population.

Summary of Prevailing Chronic Conditions Calendar Year 2013 CDPS & MRx Analysis Risk Scores and Number of Conditions									
	Number of Members	¹ Scored Members	² Normalized CDPS Risk Score	By Number of Conditions, Low Intensity or Higher			By Number of Conditions, Medium Intensity or Higher		
				None	1-2	3 or More	None	1-2	3 or More
Population 1									
19-34	11,749	7,764	0.73	39.4%	43.7%	16.9%	82.6%	16.8%	0.6%
35-49	19,055	14,170	0.88	31.7%	41.7%	26.7%	78.2%	20.6%	1.2%
50-64	4,635	3,594	1.10	21.9%	40.1%	38.0%	72.0%	25.7%	2.3%
65+	56	22	1.04	13.6%	45.5%	40.9%	66.4%	8.1%	4.5%
Population 1 Total	35,495	25,550	0.87	32.6%	42.1%	25.3%	78.7%	20.1%	1.2%
Population 2									
19-34	1,603	1,239	0.87	32.4%	40.7%	26.9%	78.0%	21.1%	0.9%
35-49	3,670	3,126	1.26	17.3%	36.5%	46.1%	66.5%	29.8%	3.7%
50-64	8,218	7,204	1.32	14.5%	36.9%	48.6%	66.5%	29.9%	3.6%
65+	414	217	1.35	15.7%	38.2%	46.1%	66.8%	29.0%	4.1%
Population 2 Total	13,903	11,786	1.26	17.1%	37.2%	45.6%	67.7%	29.0%	3.3%
Grand Total	49,398	37,336	1.00	27.7%	40.5%	31.7%	75.2%	22.9%	1.8%

1. Scored Members had at least 6 months of eligibility.

2. Prospective Risk scores used.

3. Only scored members (6+ months), and excludes "Not Well Defined" and "Super Low" CDPS flags.

D. RECONCILIATIONS OF MEMBERSHIP AND PAYMENTS

Reconciliation of membership and payments is an essential foundation upon which any further analysis is built. The actuary must have confidence that the data being used is complete and accurate, or the reliability of any analysis built upon that data may likewise be called into question.

Membership may be summarized based on eligibility (834) files. Summaries created by the actuary may be compared to summaries developed by the TPA or the state. They should also be reconciled to capitation payments received by CountyCare, stratified by program and capitation category (820 files). This will ensure that CountyCare is receiving appropriate reimbursement for those to whom it is providing medical services. It will also ensure that CountyCare is fulfilling its obligation to those for whom it is receiving payments.

Claims summarized from 837 files should be reconciled to TPA summaries, and also to financial records, such as invoices and general ledger entries. This will confirm that claims processing procedures are appropriate. Claims should also be evaluated for internal consistency and reasonableness.

The following metrics are typically used by Milliman to validate and reconcile claims data:

- Internal consistency
 - Utilization per member
 - By claim type and broad category of service
 - In and out of network
 - Monthly and quarterly summaries
 - Changes across years
 - Diagnosis, revenue, DRG and CPT codes
 - Percentage fields are completed
 - Percentage codes are valid
 - Average number of diagnosis fields completed
 - Unit costs
 - Unit definitions and changes over time
 - Overall reasonability of unit costs
 - Changes in unit cost over time
- Consistency with financials
 - Comparisons are completed at the highest level of time period and category of service detail available in the financials
 - Careful definition of service categories and service units are required
 - Comparison of paid amounts - Need to account for various items possibly not reflected in claims data
 - Incurred but not reported (IBNR) costs
 - Pharmacy rebates
 - Sub-capitation arrangements
 - Provider stop loss and other settlements
 - Subrogation and recovery
 - Comparison of utilization counts
 - Clear and consistent definitions of medical versus administrative services
- Consistency in and out of network or between comparable in-network providers, if applicable
 - Utilization rates for well-defined services
 - Inpatient admissions and/or days
 - Emergency room visits
 - Pharmacy utilization
 - Average inpatient reimbursement levels
 - Seasonality impacts

Initially, it is common for there to be miscommunications about the exact content of data provided, for example services included, populations covered, and providers represented. The reconciliation process is a valuable foundational step to provide clarity for both CCHHS and Milliman, and to form a solid basis for future analysis.

E. RISK STRATIFICATION

Stratifying CountyCare membership according to risk facilitates high quality and cost effective care management. It also facilitates one of CCHHS' top business goals, which is to improve healthcare outcomes for high-risk CountyCare members. The first step toward that goal is to define and identify the members who may need additional support.

Risk scores

The first step is generally to assign risk scores to individual patients based on diseases or conditions documented in available claims data. (This is also discussed in Section h.(C): Risk adjustment.) The highest risk score patients are those who either have severe conditions, or more commonly, several comorbidities. When these patients are first assigned to a

medical home or primary care physician, it is helpful to alert the provider so that outreach and intervention may be prioritized.

Aside from high risk patients, it is often extremely helpful to identify patients who have recently had a significant increased risk. These patients may have recently experienced a shift in the severity of a condition, or developed a complicating comorbidity, and are very likely to benefit from guidance and additional support.

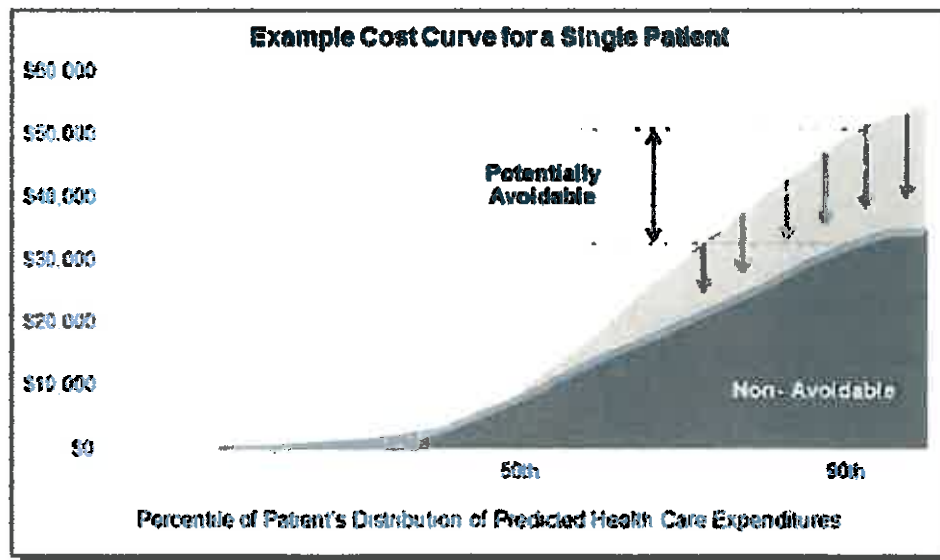
Combining risk scores and prevalence analyses

The most effective high-risk identification programs use both qualitative and quantitative information. Rather than simply selecting those with high risk scores, it is important to stratify high risk score members by condition. This allows a targeted case management approach, for example, to members with asthma or diabetes, including well-designed training on how to best manage their condition.

On the other hand, identifying members with chronic conditions is also not sufficient, without taking severity into account. For example, rather than offering the same type of assistance to everyone with cancer, the program could offer a higher level of assistance to cancer patients with higher prospective risk scores, or whose utilization and cost exceeded a predetermined threshold. An identification algorithm that combined quantitative information with the presence of cancer would allow CCHS to exclude patients whose cancer has been in remission for several years, those with isolated skin lesions, and other cancer patients with a relatively mild form of the condition.

PRM Analytics – alternative identification of care management targets

Care management programs often focus on the highest cost patients or the highest 'risk factor' patients. An alternative approach is to focus on those with the highest volatility and opportunity for impact, on both outcomes and potentially avoidable costs. This analysis provides information at both the population and individual patient level, and also is designed to help case managers understand the clinical and non-clinical drivers of "worst case scenarios", so they can better determine which patients represent the best candidates for additional case management. The following example illustrates this concept for a hypothetical Medicaid population.



F. CLAIMS PRICING

Milliman can perform claims pricing or re-adjudication at various levels of specificity, depending on the purpose of the pricing.

Milliman has the capacity to set up processes and programs that will closely mirror the functions of the Third Party Administrator. However, full alignment would require a significant set-up effort. We would need to incorporate the Illinois Medicaid fee schedule, as modified historically. In addition, we would require the various fee schedules CountyCare has negotiated with each provider. For certain types of claims, we would have to license current grouper software for use on CountyCare data (for example the 3M EAPG outpatient grouper, the APR-DRG grouper for inpatient claims) and claims editing software. It also requires incorporating information on sub-capitation agreements, third party liability, and any copayment requirements.

Milliman's ad hoc actuarial support activities are very flexible and typically customized to the client's needs. One of our strengths is our desire to become a full partner, with a broader understanding of the range of business needs and constraints. This allows us to identify the most appropriate specialized resources available within Milliman's talented consulting staff and bring them to bear in service of each project. The depth of talent and experience within Milliman also facilitates innovation, allowing us to go far beyond off-the-shelf solutions to assist CCHHS with crafting an overall strategy and approach that exactly meets its needs.

SPECIFICATIONS (6.2)

This section contains Milliman's response to proposed contractual requirements.

a. IBNR calculation to be completed within thirty (30) days of data availability

We will be able to complete the IBNR calculation within thirty (30) days of the availability of reconciled claims data, and will provide documentation of the analysis along with results.

Having access to timely financial information is a critical business need. However, where there are *significant* concerns about data accuracy and reliability, we would advise that initial IBNR model results be used with caution, or possibly not used at all until the underlying data issues are resolved. Should a material and unexplained data anomaly emerge, as happens from time to time, Milliman will quickly bring the issue to CCHHS' attention. In many cases, the concern may be swiftly addressed and resolved, and in these cases, it likely will still be possible to meet the thirty day requirement.

b. IBNR annually accepted by auditors with no adjustments

Although we are unable to guarantee the auditors' response, Milliman's IBNR analyses generally hold up quite well under auditor review. This is a testament to the quality and care with which we perform our analyses. We are available to answer questions from the auditors as requested.

c. IBNR calculation training and tool completed within 90 days

The IBNR calculation training materials are prepared, so initial training may be initiated as soon as it can be scheduled. Following initial training, we would suggest follow-up hands-on training during which Milliman and CountyCare personnel work through the model together.

We would expect to provide ongoing guidance each quarter. Following each quarterly review, other materials will be updated, including logic used to summarize model input data, the model itself, and documentation on selection of inputs and assumptions.

d. Quarterly test of CCHHS staff IBNR calculation by vendor which should indicate CCHHS efforts are accurate

Quarterly tests could be completed within one to two weeks of receipt of vendor's calculation. Our review of the vendor's calculation would provide commentary, guidance, and suggestions. These would cover issues of data validation, methodology, assumptions, and overall reasonableness of results.

e. Quarterly data reviews to be performed

Milliman's quarterly data reviews, to be provided within 30 days after end of quarter data is available, would update a set of reporting metrics, to be mutually agreed upon ahead of time. This would likely include:

- Enrollment summaries by month, and stratified by population, age band, PCP assignment, or other stratification of interest for which data is available.
- Expenditure summaries by month, stratified as enrollment, and also by service category or provider type.
- Per member per month summaries by month, also with stratification

These exhibits would be developed in consultation with CCHHS, and remain relatively consistent from quarter to quarter in order to allow observation of trends or anomalies which may require further analysis. However, these metrics could be adjusted as needed based on program changes or other business needs which require a change of focus.

f. Evaluation of opportunities within thirty (30) days of Contractor's proposals

We will prepare an initial evaluation of opportunities within thirty (30) days of award. This list may be reviewed by CCHHS, and updated on an ongoing basis, most likely based on information gleaned from quarterly reviews. This list may also be used as a basis for discussion of strategy and determination of areas which require further analysis.

g. Quarterly data reviews which highlight any anomalies for immediate action

Quarterly data updates may also include the following as standardized reporting:

- Demographic summaries
- Prevalence reports
- Risk score updates

Follow up analysis may be performed on any care or cost anomalies that are identified, either by Milliman or CCHHS, or to address any cost or enrollment trends that are deemed to be of concern.

TRANSITION-IN APPROACH (6.3)

Milliman has worked with CCHHS for over seven months, which gives us a head start on transition. We intend to use the beginning of the new contract as an opportunity to take a fresh look at the engagement. As part of that process, we would like to meet with CCHHS to develop goals for the contract, including development of analysis and reporting that will further CCHHS' stated goals for the CountyCare program. On the operational side, we would also develop a regular quarterly reporting schedule and project management framework that will facilitate communication.

a. Transition approach/steps

We propose to develop the following transition materials, to be provided to CCHHS. During the first month of the contract, we would like to schedule a "kickoff" meeting to discuss and plan, based on the materials provided below and other information that may be provided by CCHHS.

QUARTERLY DATA UPDATE

We will create a set of standard quarterly reports, likely similar to the set described in Section 6.4, for review and inspection by CCHHS. These will form the baseline data from which to plan and measure progress.

EVALUATION OF COST SAVINGS OPPORTUNITIES

We will request and review available data on CountyCare's negotiated reimbursement agreements, capitation revenue, sub-capitation agreements, ACO agreements, care coordination programs, network utilization, and other financial or operational arrangements. From these, we will develop a list of observations that may be discussed at the meeting.

SERVICE LEVELS AGREEMENT

We will draft the service levels agreement discussed in Section 6.5, including all projected deliverables for the next 12 months, for review by CCHHS.

GOALS AND OBJECTIVES FRAMEWORK

We will draft the goals and objectives framework discussed in Section 6.5, partially populated with ideas. At the meeting we hope to enter additional ideas provided by CCHHS, and discuss which ideas should be prioritized for implementation during the next year. For these ideas, we can begin to discuss potential implementation plans and metrics.

We hope to leave the kickoff meeting with:

- An approved set of data summaries to be updated each quarter
- Guidance on more in-depth follow-up analyses to perform from the data summaries; these may inform policy decisions
- An approved service level agreement
- A draft list of cost savings and quality improvement opportunities, placed in the goals and objectives framework, including identification of priorities for possible implementation

After the meeting, we will refine and update our analyses, meeting on a periodic basis for a deeper discussion of goals and strategy.

b. Required qualifications and certifications for the required roles prior to transition

The key personnel proposed for this contract are all highly qualified actuaries, with experience in analysis and modeling of healthcare expenditures, reserving, development of capitation rates, risk adjustment, pricing, plan design, financial reporting, and strategic planning. All meet required continuing education and qualification standards set by the Society of Actuaries and American Academy of Actuaries to issue actuarial reports.

Support staffing for this project includes a group of highly skilled programmers and healthcare analysts, with programming certifications. The group has special expertise with processing and analyzing healthcare claims data.

c. Description of how the required resources will meet/submit the required certifications/qualifications

The table below shows the actuarial certifications for the key personnel in this proposal, consistent with section 7.5.

Section 6.3 Required Certifications/Qualifications			
Actuary Name	Actuarial Certification Years		Length of Actuarial Experience
	MAAA	FSA	
Christine Mytelka	2000	2004	18 Years
Anders Larson	2013	2015	5 Years
Jim O'Connor	1982	1982	37 Years
Jeremy Palmer	2001	2003	18 Years

d. Description of how the resources will track and report performance

All of our project managers maintain a workbook that tracks the status of projects for each client. This workbook contains a calendar for the fiscal year which is updated with interim and final deliverable timing expectations, as well as upcoming conference calls and in-person meetings. The project management workbook includes a separate tab that lists every project that is completed, current (in progress), and upcoming for the fiscal year. It also identifies the key Milliman and client staff for each project and tracks the status of projects that are in progress, with notes to identify any action items. These reports will be used to guide periodic meetings between Milliman and CCHHS related to the status of projects and deliverables.

Completed tasks are contained within the "Project Completion Phase" of our project management process. All client reports are issued as final, and we will state in our transmittal email correspondence that the deliverable meets all the requirements of the project scope. Due to the collaborative nature of most of our engagements, it is expected that the majority of our deliverables will initially be provided in draft form, with follow-up discussions between the Milliman and CCHHS project teams prior to finalizing the reports.

Please note that Milliman's peer review standards apply to any client work that is delivered to CCHHS, including draft versions.

REPORTING (6.4)

Method to establish baseline data to measure performance

As of the end of FY 2015, there will likely be sufficient historical data to use as a baseline, including data for the Family Health Plans (FHP) and Integrated Care Plan (ICP) populations.

We propose to update summary reports on a quarterly basis. Possible exhibits could include the following (subject to approval of CCHHS and data availability):

- Monthly historical enrollment, stratified by program (ACA/FHP/ICP)
- Monthly historical enrollment, stratified by age band
- Monthly historical enrollment, stratified by medical home
- Monthly historical expenditures by program (ACA/FHP/ICP)
- Monthly historical expenditures by major category of service
- Monthly historical expenditures by external/domestic
- Historical PMPM, stratified by program (ACA/FHP/ICP)
- Historical PMPM, stratified by age band
- Historical PMPM, stratified by medical home
- Historical PMPM, stratified by major category of service
- Prevalence analysis, stratified by program (ACA/FHP/ICP)
- Average risk score, stratified by program (ACA/FHP/ICP)
- Average risk score, stratified by medical home

These reports will be developed by summarizing historical CountyCare data received from CCHHS. They can be summarized in tables, graphs, or both, at CCHHS' preference.

We will also regularly produce IBNR estimates, or assist with CCHHS to produce these (as discussed in section 6.2), and our baseline data will include the impact of the estimated IBNR in addition to known paid and pending claims.

Reporting of performance measurements based on defined goals and objectives

CCHHS staff could discuss potential cost or quality improvement opportunities with Milliman, then identify areas to prioritize for intervention (for example, developing a care management plan, changing a financial arrangement, etc.). The metrics to be prioritized could be tracked in order to monitor progress. The metrics would likely involve cost reductions or improvements in health outcomes, and could be customized to best measure progress toward the defined targets. We will

EXHIBIT B
COST MODEL DASHBOARD LICENSE

1. SERVICES

- 1.1 License Grant.** Subject to the terms and conditions of the Contract except as expressly stated in this Exhibit B, Contractor hereby grants to CCHHS a limited, non-transferable, non-sub licensable, non-exclusive right and license during the Term of the Contract (as set forth above) to access and use the Cost Model Dashboard of Milliman PRM Analytics (the "Product") for its internal business purposes. Contractor agrees to host the Product and make its applicable components available to CCHHS via the internet and to provide certain services in connection with the Product as further described in section 2 of this Exhibit B (collectively, the Product and additional services described herein shall be referred to as the "Services").
- 1.2 CCHHS's Use of the Product.** CCHHS agrees to use the Product solely: (i) for CCHHS's internal business purposes in connection with Contractor's performance of the Product and (ii) in accordance with the documentation and policies for the Product established by Contractor from time to time and furnished by Contractor to CCHHS. CCHHS will not provide access to any portion of the Product to any person or entity other than its employees or agents, or otherwise use the Product, except as expressly permitted by this Contract. CCHHS may permit access to the Product to third party contractors provided that: (a) CCHHS shall ensure that all contractors' use and access to the Product is in compliance with the terms of this Contract; (b) all contractors shall be under a written confidentiality agreement with CCHHS similar to the terms of this Contract; and (c) CCHHS shall be and remain liable for any breach of the terms of this Contract by its contractors.
- 1.3 Ownership.** Contractor and its suppliers own all right, title, and interest in and to the following property (the "Contractor Property"): (i) the Product, all software, hardware, and other technology used or made available by Contractor in connection with the Product; (ii) all ideas, know-how, and techniques that may be developed or discovered by Contractor under this Contract; and (iii) all intellectual property rights in and to the above property. Except as otherwise provided herein or in a separate license agreement governing any Contractor Property: (a) the use rights set forth in this Contract are the entirety of CCHHS's rights in connection with any Contractor Property; and (b) CCHHS shall not use, reproduce, distribute, sublicense, broadcast, or commercially exploit any Contractor Property. This provision shall expressly supersede the ownership language contained in Section GC-31 of the Contract with regard to the Contractor Property listed above.

2. Service Description for Milliman PRM Analytics™ Cost Model Dashboard

- 2.1 Scope.** The Services shall include the following deliverables:

Milliman PRM Analytics Cost Model Dashboard.

A. Description. The Cost Model Dashboard is an advanced business intelligence tool that provides organizations a way to visualize and drill into their claims and demographic data. The tool will quickly allow the user to identify trends in their data and support period over period analysis including rolling time periods.

B. Components of the Cost Model Dashboard

1. **Filter Cost Model:** The Filter Cost Model screen displays cost and utilization about the selected population. This section allows the user to filter the data in order to display information limited to certain cost model groups (Inpatient, Skilled Nursing Facility, Outpatient, Professional, Other, Additional) or cost model lines. Additionally, the Filter Cost Model screen allows the user to limit the data to only potentially avoidable cost or non-potentially avoidable costs
 2. **Filter Population:** The Filter Population screen displays demographics about the selected population. This section allows the user to filter the population in order to display information at the segment level.
 3. **Average Monthly Enrollment:** The Average Monthly Enrollment screen displays the average monthly enrollment for the population or sub-segment of the population. Only demographic filters and dimensions apply to the Average Monthly Enrollment screen.
 4. **PMPM:** The PMPM screen displays the per member per month cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the PMPM screen.
 5. **Utilization / 1,000:** The Utilization per 1,000 members screen displays the cost model utilization per 1,000 member months by cost model group or line. Population, cost model, and utilization type filters and dimensions apply to the Utilization per 1,000 screen. The graph is only displayed when consistent utilization types are selected or when all utilization types can be displayed. A warning message will appear to notify the user when inconsistent utilization types are selected.
 6. **Cost per Service:** The Cost per Service screen displays the cost per service by cost model group or line. Population and cost model filters and dimensions apply to the Cost per Service screen. Similar to the Utilization per 1,000 members the graph is only displayed when consistent utilization types are selected. A warning message will appear to notify the user when inconsistent utilization types are selected.
 7. **Total Costs:** The Total Costs screen displays the total cost for the population or sub-segment of the population. Population and cost model filters and dimensions apply to the total costs screen.
- C. **Access.** The Cost Model Dashboards are available to a maximum of 25 users authorized by CCHHS via a secure hosted web application.
- D. **Frequency.** The Cost Model Dashboard is produced monthly during the term of this license after receipt of clean data from CCHHS.
- E. **User Guide.** The Cost Model Dashboard is accompanied by a user guide explaining navigation and features of the reports and all information included in the reports.
- F. **Training.** One hands-on user training session of approximately 1-2 hours duration is provided at the time of initial CCHHS set up at a location provided by CCHHS. Additional training is available upon request and as mutually agreed between the parties.

3. CCHHS DATA

- 3.1 **Contractor's Right to Use.** CCHHS hereby authorizes Contractor to use data specifically pertaining to CCHHS and/or its employees, agents that Contractor may obtain in the course of performing the services under this Exhibit (the "CCHHS Data"). CCHHS warrants and covenants that, throughout the term of this Contract, (i) CCHHS has the right to authorize Contractor's use of the CCHHS Data as set forth in this Exhibit; and (ii) the CCHHS Data is valid and accurate in all material respects. In addition, CCHHS grants Contractor the right to de-identify and aggregate CCHHS Data and to use such de-identified and aggregated data ("Pooled CCHHS Data") for its own internal research purposes, provided that such data is never re-identified or associated with CCHHS, is used only for research with the sole purpose of improving the quality of the Product, and is never sold to external CCHHSs or otherwise marketed as a source of deidentified data.

4. WARRANTIES AND LIMITATIONS

- 4.1 **Product Warranty.** Contractor warrants that, during the term of this Contract, the Product shall materially conform to the specifications set forth in this Exhibit. CCHHS's sole and exclusive remedy for breach of the foregoing warranty shall be Contractor's use of diligent and reasonable efforts to correct, within a reasonable period of time given the circumstances, any errors found not to be in compliance with such warranty.
- 4.2 **Limitation of Warranty.** The express warranties set forth in this Section 3 are the sole warranties provided by Contractor hereunder. Contractor has no responsibility or liability regarding any information provided by or on behalf of CCHHS, any action taken by or on behalf of CCHHS, or any computer equipment used by CCHHS in connection with the Product, or for any actions or incidents that impact access to or use of the Product that are beyond the control of Contractor. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.
- 4.3 **Limitation of Liability.** Any liability of a party hereto and its agents for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to the product or this exhibit will be limited to \$100,000; provided, however, that NEITHER PARTY HERETO NOR ITS AGENTS SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF ACCESS TO SERVICES, PROFIT, BUSINESS, REVENUE, OR GOODWILL, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS CONTRACT, THE PRODUCT, OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. However, the above limitations shall not apply to any indemnification, confidentiality, or payment obligations set forth in the Contract, a violation of Contractor's intellectual property rights, or actual damages incurred by a party hereto as a direct result of any criminal or fraudulent acts

of the other party or its agents. The parties agree that the fees set forth in this Contract reflect the limitation on warranties and liability, and the allocation of risk, under this Contract.

- 4.4 **Disclaimer.** THE PRODUCT IS NOT A CLINICAL TOOL AND DOES NOT CONSTITUTE GUIDANCE FOR THE PRACTICE OF MEDICINE. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS SET FORTH ABOVE, CONTRACTOR DISCLAIMS ANY WARRANTY THAT THE PRODUCT CONSTITUTES REASONABLE OR ORDINARY CARE IN THE PROVISION OF HEALTH CARE SERVICES TO ANY INDIVIDUAL PATIENT.

5. INDEMNIFICATION

- 5.1 **By CCHHS.** CCHHS shall, at its expense, defend, indemnify, and hold harmless Contractor and its employees, agents, successors and assigns from and against any and all loss, damage, liability, and expense arising from any claim brought against any such indemnified party related to CCHHS's misuse of the Product.
- 5.2 **Procedures.** For any indemnifiable claim hereunder, an indemnified party shall provide the indemnifying party with prompt written notice of any such claim brought against it, together with copies of all related court documents involving such claim. An indemnified party's failure to provide timely notice to the indemnifying party of any such claim shall not relieve the indemnifying party from any liability hereunder, to the extent that the indemnifying party is not prejudiced by such failure. The indemnifying party shall have the sole right to conduct the defense of any such claim, and all negotiations for its settlement. The indemnified party shall provide the indemnifying party with such information and assistance for the defense of such claim as is reasonably requested by the indemnifying party.

6. CONFIDENTIALITY

- 6.1 **General.** Neither party shall use, or otherwise disclose to any third party, the other party's Confidential Information without the prior written consent of the disclosing party; provided, however, that Contractor may use and disclose CCHHS Confidential Information as necessary in order to provide access to the Product hereunder or any Services. For purposes hereof, "Confidential Information" means all information of a confidential nature provided by the disclosing party to the receiving party, which shall include the CCHHS Data (as CCHHS Confidential Information) and the Contractor Property, Contractor pricing, and Contractor product information (as Contractor Confidential Information). However, Confidential Information does not include any information that: (i) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure thereof; (iii) is hereafter furnished to the receiving party by a third party without violating any restriction as to use or disclosure thereof; (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required by law or court order to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with prompt written notice, if legally permissible, and an opportunity to contest the disclosure or seek an appropriate protective order. Except as otherwise necessary to meet any legal or professional requirements for retention, upon the disclosing party's request, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession.

- 6.2 ID Codes and Passwords.** CCHHS shall ensure the confidentiality of its corporate identification codes, user identification codes, and user passwords used in connection with the Product ("ID Codes"). CCHHS shall be responsible for all transactions entered through and under any ID Codes, and any such transactions will be deemed to be made by CCHHS. In no event will Contractor be liable for the foregoing obligations or the failure by CCHHS to fulfill such obligations.
- 6.3 Publicity.** CCHHS shall not refer to the Product in any communications with third parties. In particular, without limiting the foregoing, CCHHS shall not refer to the Product as the basis or source for decisions related to the management of an individual patient. Neither party shall refer to the identity of the other party in any third party disclosures, including without limitation, promotional material or press releases relating to the Product, unless the prior written consent of the other party has been obtained, provided, however, that Contractor may use CCHHS's name and logo in promotional materials or press releases for the limited purpose of identifying CCHHS as a CCHHS of the Product.

7. DUTIES UPON TERMINATION

- 7.1 Duties upon Termination.** Upon termination of this Contract: (i) Contractor may invalidate the ID Codes and otherwise deny further access to the Product; and (ii) at CCHHS's written request, Contractor will provide an electronic copy of CCHHS Data within 30 days of receiving such request, provided that Contractor may retain one copy of any CCHHS Data as necessary to comply with applicable work product documentation standards, and subject to the obligations of confidentiality contained herein.

ATTACHMENT 1
BOARD TRANSMITTAL

See Insert

Cook County Health & Hospitals System

BOARD APPROVAL REQUEST

SPONSOR: Aaron Galeener, Director of Finance, Managed Care		EXECUTIVE SPONSOR: Steven Glass, Executive Director, Managed Care	
DATE: 10/01/2015		PRODUCT / SERVICE: Service - Actuarial Services	
TYPE OF REQUEST: Execute Contract		VENDOR / SUPPLIER: Milliman Inc., Indianapolis, IN	
ACCOUNT: 896-260		FISCAL IMPACT NOT TO EXCEED: \$750,000.00	GRANT FUNDED / RENEWAL AMOUNT: N/A
CONTRACT PERIOD: 12/01/2015 thru 11/30/2018		CONTRACT NUMBER: H15-25-131	
<input checked="" type="checkbox"/>	COMPETITIVE SELECTION METHODOLOGY: RFP		
<input type="checkbox"/>	NON-COMPETITIVE SELECTION METHODOLOGY:		

PRIOR CONTRACT HISTORY:

The Cook County Health and Hospitals System approved contract number H15-25-006 on 12/14/2014 in an amount not to exceed \$171,355.00, as needed, for a period of twelve (12) months from 12/01/2014 thru 11/30/2015. The will provide assistance to CountyCare by focusing on quality and efficiency, improving service integration, promoting primary care and strengthening network agreements.

NEW PROPOSAL JUSTIFICATION:

This vendor was chosen by use of the RFP process of which there were five (5) responders. Milliman will perform actuarial services for CountyCare including reviewing claims data to ensure adequacy of CountyCare financial reserves, developing cost savings proposals, and assistance with annual rate setting and risk adjustment. This contract includes two one-year options for extensions.

TERMS OF REQUEST:

This is a request to execute contract number H15-25-131 in an amount not to exceed \$750,000.00, as needed, for a thirty six (36) month period from 12/01/2015 through 11/30/2018.

CONTRACT COMPLIANCE HAS FOUND THIS CONTRACT RESPONSIVE? Pending

CCHHS Deputy CEO: 
Douglas L. Elwell, Deputy Chief Executive Officer

CCHHS CEO: 
John Jay Shannon, M.D., Chief Executive Officer

APPROVED

OCT 30 2015

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

**Request #
12**

• Ambulatory & Community Health Network • Carmak 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

ATTACHMENT 2
CERTIFICATIONS AND EXECUTION FORMS

SEE INSERT

**ECONOMIC DISCLOSURE
STATEMENT AND EXECUTION
DOCUMENT INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS I - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFQ was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. ☐ Direct Participation of MBE/WBE Firms ☐ Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____

Contact Person: _____ Certification Expiration Date: _____

Address: _____ Ethnicity: _____

City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____ FEIN #: _____

Email: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) _____

Signature (Prime Bidder/Proposer) _____

Print Name _____

Print Name _____

Firm Name _____

Firm Name _____

Date _____

Date _____

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

- ☒ **FULL MBE WAIVER** FULL ☐ **WBE WAIVER**
- ☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

_____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- ☒ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain) Please see attached documentation of good faith effort.
- ☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) The Waiver is requested due to the timing (rush).

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services;
and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- ☐ (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- ☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- ☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- ☐ (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Documentation of Good Faith Effort

Milliman used the resources located on the website for the Office of Compliance to identify potential MBE/WBE organizations for possible partnership on this opportunity. The results of our research identified (2) possible firms for further discussion. These firms listed Commodity Code "94612 - Actuarial Services and Retirement Planning".

Both organizations were unable to be reached based on the phone numbers and email addresses listed in the database. Both phone numbers were no longer in service. One firm's email was not listed in the database and the other was undeliverable indicating that it was no longer in service.

The inability to reach these organizations led to a conclusion that they are no longer in business or available for partnership.

See Appendix F for the database results for Commodity Code "94612 - Actuarial Services and Retirement Planning", and for a copy of the email communication sent to one of the firms. As stated above, the other firm did not have an email address in the database.

The information provided in this file is not to be used for unsolicited advertising, spam, or any other unauthorized use.

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email
Municipal Consulting & Accountal Services, Inc.		Delores	Molier	501 North Clinton, Suite 3403	Chicago	IL	60610	501 North Clinton, Suite 3403	Chicago	IL	60610	888-766-8188	877-403-3403	info@mcasinc.com
RLW Financial Services		Robert L	Ward	5036 South Parnell Avenue	Chicago	IL	60620	9836 South Parnell Avenue	Chicago	IL	60620	773-567-9545		

Christine M. Mytelka

From: Jeremy D. Palmer
Sent: Thursday, September 11, 2014 3:31 PM
To: info@mcasinc.com
Cc: Jeremy D. Palmer; Christine M. Mytelka
Subject: CCHHS Request for Proposal #H14051

Attention: Municipal Consulting & Actuarial Services, Inc.

Hello,

My name is Jeremy Palmer, I am a Principal and Consulting Actuary with Milliman, Inc. We are considering a response to the above referenced RFP for actuarial services for Cook County Health and Hospitals System. We are actively seeking partnership with qualified MBE/WBE organizations to comply with the Cook County Ordinance Chapter 10-43.7.

The specific RFP is for health actuarial services related to the at-risk program operated by the CCHHS. Qualifications for partnership may include, but not be limited to, experience in health insurance actuarial services for low income and medically needy populations. Please let me know if you believe your organization may be able to assist with this project.

I look forward to hearing from you soon.

Sincerely,
Jeremy

Jeremy D. Palmer, FSA, MAAA | Principal & Consulting Actuary | jeremy.palmer@milliman.com
Milliman | Chase Tower/Circle | 111 Monument Circle, Suite 601 | Indianapolis, IN 46204-5128 USA
Tel +1 317 524 3513 | Fax +1 317 639 1001 | milliman.com



Christine M. Mytelka

From: Microsoft Outlook
<MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@milliman.onmicrosoft.com>
To: info@mcasinc.com
Sent: Thursday, September 11, 2014 3:31 PM
Subject: Undeliverable: CCHHS Request for Proposal #H14051

Delivery has failed to these recipients or groups:

info@mcasinc.com

A problem occurred during the delivery of this message to this e-mail address. Try sending this message again. If the problem continues, please contact your helpdesk.

The following organization rejected your message: p01c11m015.mxlogic.net.

Diagnostic information for administrators:

Generating server: BN1PR0301MB0673.namprd03.prod.outlook.com

info@mcasinc.com

p01c11m015.mxlogic.net #<p01c11m015.mxlogic.net #5.0.0 smtp;553 Invalid recipient info@mcasinc.com (Mode: normal)> #SMTP#

Original message headers:

Received: from BN3PR0301CA0063.namprd03.prod.outlook.com (25.160.152.159) by BN1PR0301MB0673.namprd03.prod.outlook.com (25.160.171.22) with Microsoft SMTP Server (TLS) id 15.0.1024.12; Thu, 11 Sep 2014 19:30:56 +0000

Received: from BN1AFF011FD017.protection.gbl (2a01:111:f400:7c10::123) by BN3PR0301CA0063.outlook.office365.com (2a01:111:e400:401e::31) with Microsoft SMTP Server (TLS) id 15.0.1024.12 via Frontend Transport; Thu, 11 Sep 2014 19:30:56 +0000

Received: from WEST-CAS02.milliman.com (74.116.172.172) by BN1AFF011FD017.mail.protection.outlook.com (10.58.52.77) with Microsoft SMTP Server (TLS) id 15.0.1019.14 via Frontend Transport; Thu, 11 Sep 2014 19:30:55 +0000

Received: from WEST-MBX02.milliman.com ([169.254.2.64]) by WEST-CAS02.milliman.com ([:1]) with mapi id 14.03.0158.001; Thu, 11 Sep 2014 14:30:54 -0500

From: "Jeremy D. Palmer" <jeremy.palmer@milliman.com>
To: "info@mcasinc.com" <info@mcasinc.com>
CC: "Jeremy D. Palmer" <jeremy.palmer@milliman.com>, "Christine M. Mytelka" <christine.mytelka@milliman.com>
Subject: CCHHS Request for Proposal #H14051

Thread-Topic: CCHHS Request for Proposal #H14051
 Thread-Index: Ac/N9eIYHcUekLR8RjCH9P7HSgjJ3w==
 Date: Thu, 11 Sep 2014 19:30:53 +0000
 Message-ID: <657AC3E9A7BEA34FB1E0A6084DEFE1D07F6AA6CB@WEST-MBX02.milliman.com>
 Accept-Language: en-US
 Content-Language: en-US
 X-MS-Has-Attach: yes
 X-MS-TNEF-Correlator:
 x-originating-lp: [10.3.102.110]
 Content-Type: multipart/related;
 boundary="_004_657AC3E9A7BEA34FB1E0A6084DEFE1D07F6AA6CBWESTMBX02millim_";
 type="multipart/alternative"
 MIME-Version: 1.0
 Return-Path: jeremy.palmer@milliman.com
 X-EOPAttributedMessage: 0
 X-Forefront-Antispam-Report:
 CIP:74.116.172.172;CTRY:US;IPV:CAL;IPV:NLI;EFV:NLI;SFV:NSPM;SFS:(10009020)(428002)(84964002)(189002)(199003)(51414003)(19627595001)(19617315012)(95666004)(54356999)(50986999)(21056001)(64706001)(20776003)(99396002)(86362001)(81542001)(575784001)(4396001)(99936001)(81342001)(15975445006)(18206015026)(84326002)(19613025002)(71186001)(2656002)(101416001)(104016003)(66926002)(80022001)(85306004)(2501002)(53416004)(77982001)(19580395003)(55846006)(110136001)(79102001)(19625215002)(15202345003)(33656002)(46102001)(6806004)(77096002)(83322001)(19580405001)(44976005)(67866002)(26826002)(90102001)(106466001)(555904002)(92726001)(92566001)(76482001)(2351001)(17760045003)(16236675004)(87936001)(105586002)(74502001)(107046002)(74662001)(15395725005)(229853001)(512954002)(31966008)(83072002)(85852003);DIR:OUT;SFP:1101;SCL:1;SRVR:BN1PR0301MB0673;H:WEST-CAS02.milliman.com;FPR:;MLV:ovrnspm;PTR:172-172.milliman.com;MX:1;A:1;LANG:en;
 X-Microsoft-Antispam: BCL:0;PCL:0;RULEID:;UriScan:;
 X-Forefront-PRVS: 03319F6FEF
 Received-SPF: None (protection.outlook.com: milliman.com does not designate permitted sender hosts)
 Authentication-Results: spf=none (sender IP is 74.116.172.172)
 smtp.mailfrom=jeremy.palmer@milliman.com;
 X-OriginatorOrg: milliman.com

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as her award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agree to abide by the requirements of the Act as part of its contractual obligations.*

G. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C) (3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

Contractor Name: Milliman, Inc.

Signature: _____

Robert D. Dwyer

Date: _____

8/5/14

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366))

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX
NUMBERS)

OR:

- b) X The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.



Cook County Affidavit of Child Support Obligations

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any county Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealer's license, packaged goods license, tavern license, restaurant license, and gun license; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Applicant Information

Last Name: Milliman, Inc. First Name: N/A MI:
SSN (last four digits): 91-0675641 (EIN) Date of Birth: N/A
Street Address: 111 Monument Circle, Suite 601
City: Indianapolis State: IN Zip code: 46204
Home Phone #: (317) 639-1000 Driver's License #: N/A

Child Support Obligation Information

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (place an "X" next to "A", "B", "C", or "D" as is appropriate)

- ☐ A. I, the Applicant, have no judicially or administratively ordered child support obligations.
- ☐ B. I, the Applicant, has an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- ☐ C. I, the Applicant, am delinquent in paying judicially or administratively ordered child support obligations.
- ☒ D. I, the Applicant, is not a Substantial Owner as defined above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for revoking the privilege.

Signature: [Signature] D. Pher Date: 12/5/2014

[Signature] Wilson, Notary Public
Subscribed and sworn to before me this 5th day of December, 2014
July 14, 2017
Marion Indiana



For Internal Office Use Only: County Privilege Information

County Privilege #: _____ County Department: _____
County Requester Name: _____
County Requester Email: _____ Phone #: _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Milliman, Inc. DBA: Milliman, Inc. EIN NO.: 91-0675641

Street Address: 111 Monument Circle, Suite 601

City: Indianapolis State: IN Zip Code: 46204

Phone No.: 317-639-1000

Form of Legal Entity:

- ☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust
- ☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture
- ☐ Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder. . .

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert M. Damler

Name of Authorized Applicant/Holder Representative (please print or type)

Robert M. Damler

Signature

rob.damler@mllman.com

E-mail address

Principal and Consulting Actuary

Title

8/5/14

Date

317-639-1000

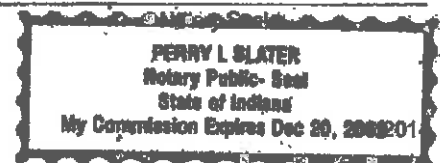
Phone Number

Subscribed to and sworn before me
this 5th day of April, 2014

[Signature]
Notary Public Signature

My commission expires: Dec 20, 2019

EDS-10





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.*

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any-one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person *doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employer: _____ Title: _____

Business Entity Name: Millman, Inc. Phone: 317-639-1000

Business Entity Address: 111 Monument Circle, Suite 601, Indianapolis, IN 46204

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employer Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

☒ There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Robert L. Dawls
Owner/Employer's Signature

8/5/14
Date

Subscribe and sworn before me this 5th Day of August, 2014

a Notary Public in and for Marion County

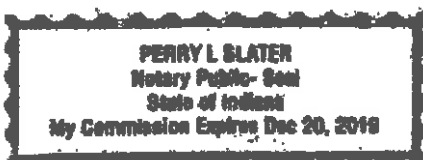
[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires Dec 20, 2019

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602



EDS-12

06/2014

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants; that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FED/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X

Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information become or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Milliman, Inc.

BUSINESS ADDRESS: 111 Monument Circle, Suite 601

Indianapolis, IN 46204

BUSINESS TELEPHONE: 317-639-1000 FAX NUMBER: 317-639-1001

CONTACT PERSON: Robert M. Damler

FEIN: 91-0675641 *IL CORPORATE FILE NUMBER: 1837-395-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Steve White

Chairman

~~XXXXXXXXXX~~ Brad Smith

Chief Financial Officer

SECRETARY: Brian Pollack

~~XXXXXXXXXX~~

Bill Pedersen

**SIGNATURE OF PRESIDENT: Robert M. Damler

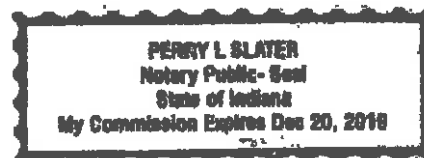
ATTEST: Jan D. Feltz

(CORPORATE SECRETARY)

Subscribed and sworn to before me this

5th day of August, 2014

X Perry L. Slater
Notary Public Signature



My commission expires:

Dec 20, 2019

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

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BUSINESS ADDRESS: 111 Monument Circle, Suite 601

Indianapolis, IN 46204

BUSINESS TELEPHONE: 317-639-1000

FAX NUMBER: 317-639-1001

CONTACT PERSON: Robert M. Damler

FEIN: 91-0675641

*IL CORPORATE FILE NUMBER: 1837-395-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Steve White

Chairman

VICE PRESIDENT: Brad Smith

SECRETARY: Brian Pollack

Chief Financial Officer

TREASURER: Bill Pedersen

**SIGNATURE OF PRESIDENT: Robert M. Damler

ATTEST: [Signature]

(CORPORATE SECRETARY)

Subscribed and sworn to before me this

5th day of August 2014.

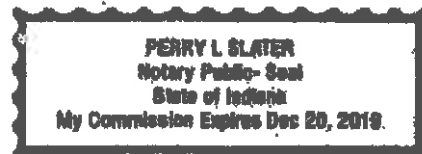
My commission expires: Dec 20, 2019

[Signature]
Notary Public Signature

Notary Seal

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** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



SIGNATURE BY A CORPORATION
(SECTION 8)

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BUSINESS NAME: Milliman, Inc.

BUSINESS ADDRESS: 111 Monument Circle, Suite 601

Indianapolis, IN 46204

BUSINESS TELEPHONE: 317-639-1000 FAX NUMBER: 317-639-1000

CONTACT PERSON: Robert M. Damler

FEIN: 91-0675641 *IL CORPORATE FILE NUMBER: 1837-395-6

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Steve White

Chairman

~~VICE PRESIDENT~~ Brad Smith

SECRETARY: Brian Pollack

Chief Financial Officer

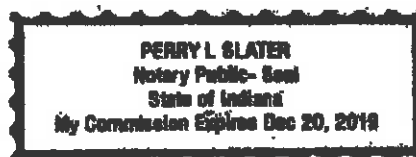
~~TREASURER~~ Bill Pedersen

**SIGNATURE OF PRESIDENT: *Robert M. Damler*

ATTEST: *Perry L. Slater*

(CORPORATE SECRETARY)

Subscribed and sworn to before me this



5th day of August 2014.

My commission expires: Dec 20, 2019

Perry L. Slater
Notary Public Signature

Notary Seal

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** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A LIMITED LIABILITY COMPANY

(Section 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ **FAX NUMBER:** _____

CONTACT PERSON: _____

FEIN: _____ *** CORPORATE FILE NUMBER:** _____

MANAGING MEMBER: _____ **MANAGING MEMBER:** _____

****SIGNATURE OF MANAGER:** _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____

Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of Incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

SIGNATURE BY A LIMITED LIABILITY COMPANY

(Section 9)

The Undersigned hereby certifies and warrants that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts of information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

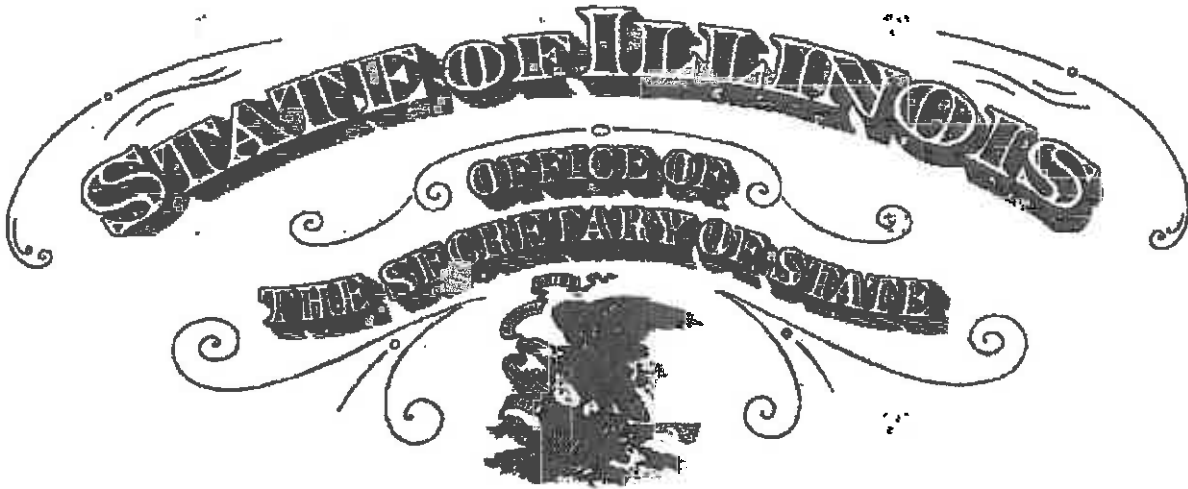
X: _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

File Number 1837-395-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

MILLIMAN, INC., INCORPORATED IN WASHINGTON AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON SEPTEMBER 02, 1965, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1411802056

Authenticate at: <http://www.cyberdriveillinois.com>

*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 28TH
day of APRIL A.D. 2014*

Jesse White

SECRETARY OF STATE



Certification of Corporate Secretary

State of Washington)

County of King)

Brian S. Pollack, being first duly sworn upon oath, deposes and says:

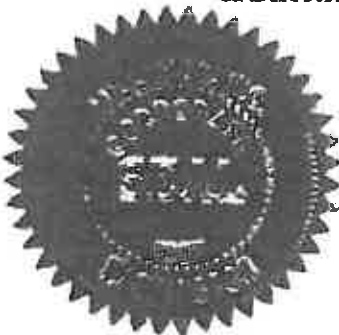
1. I am the duly qualified and acting Corporate Secretary of Milliman, Inc.
2. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

3. Robert M. (Rob) Dainler

☒ is a duly elected and acting Principal of the firm

☐ is a consultant of the firm who meets the requirements established by the Board of Directors

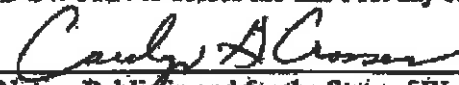


DATED this 31st day of July 2014


Brian S. Pollack
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 31st day of July 2014




Notary Public in and for the State of Washington,
residing at Shoreline, Washington.
My commission expires 9 February 2015.



Certification of Corporate Secretary

State of Washington)

ss.

County of King)

Brian S. Pollack, being first duly sworn upon oath, deposes and says:

1. I am the duly qualified and acting Corporate Secretary of Milliman, Inc.

2. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

3. Jeremy D. Palmer

☒ is a duly elected and acting Principal of the firm

☐ is a consultant of the firm who meets the requirements established by the Board of Directors




DATED this 31st day of July 2014


Brian S. Pollack
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 31st day of July 2014




Notary Public in and for the State of Washington,
residing at Shoreline, Washington.
My commission expires 9 February 2015.



Certification of Corporate Secretary

State of Washington)

ss.

County of King)

Brian S. Pollack, being first duly sworn upon oath, deposes and says:

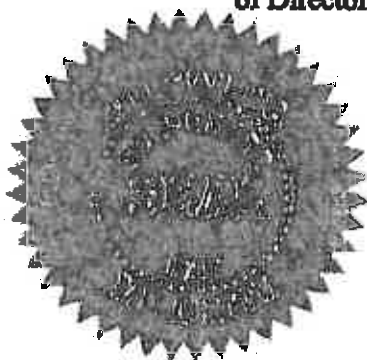
1. I am the duly qualified and acting Corporate Secretary of Milliman, Inc.
2. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

3. Robert M. (Rob) Damler

☒ is a duly elected and acting Principal of the firm

☐ is a consultant of the firm who meets the requirements established by the Board of Directors



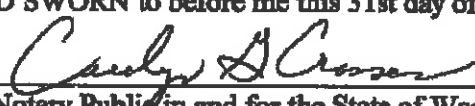
DATED this 31st day of July 2014



Brian S. Pollack
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 31st day of July 2014





Notary Public in and for the State of Washington,
residing at Shoreline, Washington.

My commission expires 9 February 2015.



Certification of Corporate Secretary

State of Washington)

ss.

County of King)

Brian S. Pollack, being first duly sworn upon oath, deposes and says:

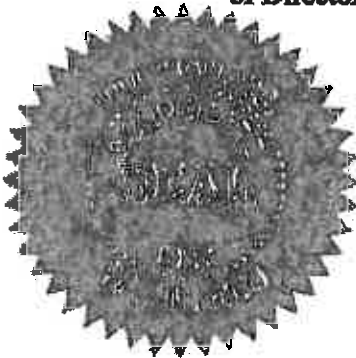
1. I am the duly qualified and acting Corporate Secretary of Milliman, Inc.
2. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

3. Jeremy D. Palmer

☒ is a duly elected and acting Principal of the firm

☐ is a consultant of the firm who meets the requirements established by the Board of Directors



DATED this 31st day of July 2014

Brian S. Pollack
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 31st day of July 2014



Notary Public in and for the State of Washington,
residing at Shoreline, Washington.
My commission expires 9 February 2015.

COOK COUNTY HEALTH AND HOSPITALS SYSTEM SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COOK COUNTY HEALTH AND HOSPITALS SYSTEM ("CCHHS") THIS
CONTRACT **H15-25-131** IS HEREBY EXECUTED BY:



JOHN JAY SHANNON, M.D., CHIEF EXECUTIVE OFFICER, CCHHS

DATED AT CHICAGO, ILLINOIS THIS 24TH DAY OF January, 2016.
IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:
THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT NUMBER

OR

ITEMS(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: \$ 750,000.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____