

**IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS**

SUSAN HALING, in her official capacity as	)	
EXECUTIVE INSPECTOR GENERAL for the	)	
AGENCIES OF THE GOVERNOR, State	)	
Of Illinois,	)	
Petitioner,	)	
	)	
v.	)	No. 24-EEC-001
	)	
NGOZI EZIKE,	)	
Respondent.	)	

FINAL ORDER

This cause is before the Executive Ethics Commission (“Commission”) upon joint Motion of the Attorney General Kwame Raoul, in his official capacity and pursuant to his authority under Sections 20-45 and 20-50 of the State Officials and Employees Ethics Act (“Ethics Act”), and Dr. Ngozi Ezike, Respondent and former Director of the Illinois Department of Public Health (“IDPH”), requesting the Commission grant approval to their negotiated resolution of the matter (the “Settlement Agreement”).

The Complaint in this matter was filed on October 13, 2023. Respondent filed written objections to the sufficiency of the Complaint, and the Commission found the Complaint legally sufficient to proceed on February 20, 2024. On November 8, 2024, the Attorney General and Respondent jointly filed the Settlement Agreement, including:

1. Conditional Stipulations in which Respondent:

- (a) admits a violation of the Ethics Act and the facts comprising the violation, in that she accepted employment and compensation from an entity which had contracts involving IDPH with a cumulative value of \$4.2 million and over which she had exercised regulatory and licensing authority in the year before her departure from State employment, and
- (b) agrees a fine of \$150,000 should be levied against Respondent;

2. Respondent’s Mitigation Statement; and

3. The underlying investigatory report issued by Petitioner on February 21, 2023.

Moreover, the Attorney General and Respondent jointly aver, “[T]his resolution promotes the important policy goals served by the Ethics Act and benefits the public interest, not only by ensuring [Respondent] has admitted to and accepted responsibility for her violation of the Ethics Act, but also by ensuring a penalty is imposed on her that is appropriate under the circumstances.” Settlement Agreement Motion at 2.

DECISION

Once a Complaint has been filed with the Commission, any proposed settlement negotiated between the State and Respondent must be submitted to the Commission for review and approval. 2 Ill. Admin. Code 1620.530(f).

The Commission incorporates paragraphs 1 through 9 of the Conditional Stipulation by reference as the description of the Respondent's misconduct. 5 ILCS 430/20-55(a). While the Commission is not required to accept the negotiated terms of the Settlement Agreement, neither does the Commission wish to prolong litigation and expend State resources unnecessarily. The Commission recognizes Respondent's Mitigation Statement and the Attorney General's avowed representation that this resolution appropriately serves the public policy goals of the Ethics Act and ensures Respondent's violation is duly penalized.

WHEREFORE, IT IS HEREBY ORDERED that the joint Motion of the Attorney General and Respondent be GRANTED. The Commission shall maintain jurisdiction over this matter until the terms of the Settlement Agreement have been satisfied.

SO ORDERED.

Date: January 7, 2025

[Redacted Signature]

Commissioner

[Redacted Signature]

Commissioner

[Redacted Signature]

Commissioner

[Redacted Signature]

Commissioner

[Redacted Signature]

Commissioner

[Redacted Signature]

Commissioner

Commissioner

Commissioner

**IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS**

SUSAN HALING, in her official capacity
as Executive Inspector General for the
Agencies of the Illinois Governor,

Petitioner,

v.

NGOZI EZIKE,

Respondent.

No. 24-EEC-001

**THE ATTORNEY GENERAL AND DR. EZIKE’S MOTION FOR THE
COMMISSION TO ACCEPT THEIR RESOLUTION OF THIS MATTER**

Kwame Raoul, in his official capacity as Attorney General of Illinois, and pursuant to his authority under sections 20-45 and 20-50 of the State Officials and Employees Ethics Act (“Ethics Act”), 5 ILCS 430/20-45, 20-50, and Ngozi Ezike, formerly Director of the Illinois Department of Public Health, respectfully move the Executive Ethics Commission (“Commission”) to accept their resolution of this matter.

In connection with this motion, the Attorney General and Dr. Ezike submit the following materials for the Commission’s review:

1. A conditional stipulation for purposes of resolving this matter, in which Dr. Ezike admits to a violation of the Ethics Act and the facts comprising such violation, subject to the Commission’s acceptance of her and the Attorney General’s agreement that an administrative fine in the amount of \$150,000 should be levied against Dr. Ezike pursuant to section 50-5(a-1) of the Ethics Act, 5 ILCS 430/50-5(a-1);
 2. A statement by Dr. Ezike concerning her view of the mitigating circumstances;
- and

3. The Office of the Executive Inspector General for the Agencies of the Illinois Governor's final report in this matter dated February 21, 2023.

The Attorney General and Dr. Ezike believe this resolution promotes the important policy goals served by the Ethics Act and benefits the public interest, not only by ensuring Dr. Ezike has admitted to and accepted responsibility for her violation of the Ethics Act, but also by ensuring a penalty is imposed on her that is appropriate under the circumstances. Therefore, they respectfully move the Commission to accept this resolution. This resolution is the result of negotiation between the Attorney General and Dr. Ezike and is not intended to reflect the Petitioner's concurrence.

Dated: November 8, 2024

Respectfully submitted,

For the Attorney General:

For Dr. Ezike:

/s/ Darren Kinead
Harpreet Khera
Darren Kinead
Office of the Attorney General
115 South LaSalle Street
Chicago, IL 60603
312-814-3000
[REDACTED]@ilag.gov
[REDACTED]@ilag.gov

/s/ Heather Wier Vaught
Heather Wier Vaught
Heather Wier Vaught, P.C.
82 S. LaGrange Rd., Suite 205
LaGrange, IL 60525
[REDACTED]@wiervaught.com

Adam R. Vaught
Croke Fairchild Duarte & Beres LLC
191 N. Wacker, 31st Floor
Chicago, IL 60606
[REDACTED]@crokefairchild.com

**IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS**

SUSAN HALING, in her official capacity
as Executive Inspector General for the
Agencies of the Illinois Governor,

Petitioner,

v.

NGOZI EZIKE,

Respondent.

No. 24-EEC-001

CONDITIONAL STIPULATION FOR PURPOSES OF RESOLVING THIS MATTER

1. Kwame Raoul, in his official capacity as Attorney General of Illinois, and pursuant to his authority under sections 20-45 and 20-50 of the State Officials and Employees Ethics Act (“Ethics Act”), 5 ILCS 430/20-45, 20-50, and Ngozi Ezike, formerly Director of the Illinois Department of Public Health, stipulate as follows subject to the condition set forth in paragraph 13.

2. Respondent Ngozi Ezike was the Director of the Illinois Department of Public Health (“IDPH”) from February 2019 through March 2022.

3. In April 2022, Dr. Ezike knowingly accepted employment as the president and chief executive officer of Sinai Chicago.

4. In June 2022, Dr. Ezike knowingly began receiving compensation from Sinai Chicago.

5. Dr. Ezike is subject to the jurisdiction of the Executive Ethics Commission (“Commission”) and to section 5-45(h) of the Ethics Act, which provides she “shall not, within a period of one year immediately after termination of office or State employment, knowingly accept employment or receive compensation or fees for services from a person or entity if the

person or entity or its parent or subsidiary, during the year immediately preceding termination of State employment, was a party to a State contract or contracts with a cumulative value of \$25,000 or more involving the officer, member, or State employee's State agency, or was the subject of a regulatory or licensing decision involving the officer, member, or State employee's State agency, regardless of whether he or she participated personally and substantially in the award or fiscal administration of the State contract or contracts or the making of the regulatory or licensing decision in question." 5 ILCS 430/5-45(h).

6. During the year immediately preceding termination of Dr. Ezike's state employment on March 14, 2022, Sinai Chicago was a party to the following contracts with a cumulative value of \$4.2 million involving IDPH:

a. A grant of \$40,000, effective April 1, 2020, through March 31, 2021, in connection with the Illinois Minority AIDS Initiative AIDS Drug Assistance Program to provide outreach and education services to newly diagnosed HIV-positive minority and high-risk individuals to increase minority participation.

b. A grant of \$2 million, effective July 1, 2020, through June 30, 2021, in connection with the Hospital Health Protection Grant Program to provide funding to named hospitals for ordinary and contingent expenses.

c. A grant of \$57,398.96, effective September 1, 2020, through August 31, 2021, in connection with the Asthma Home Visit Collaborative Grant Program to participate in meetings and calls with partners, oversee home visit activities, provide training, identify needs, and develop plans and reports.

d. A grant of \$65,000, effective July 1, 2021, through March 31, 2022, in connection with the Illinois Minority AIDS Initiative AIDS Drug Assistance Program to

provide outreach and education services to newly diagnosed HIV-positive minority and high-risk individuals to increase minority participation.

e. A grant of \$2 million, effective July 1, 2021, through June 30, 2022, in connection with the Hospital Health Protection Grant Program to provide funding to named hospitals for ordinary and contingent expenses.

f. A grant of \$57,999.96, effective September 1, 2021, through August 31, 2022, in connection with the Asthma Home Visit Collaborative Grant Program to participate in meetings and calls with partners, oversee home visit activities, provide training, identify needs, and develop plans and reports.

7. During the year immediately preceding termination of Dr. Ezike's state employment on March 14, 2022, Sinai Chicago was the subject of the following licensing decisions involving IDPH:

- a. IDPH issued a renewed license to Schwab Rehabilitation Hospital.
- b. IDPH issued a renewed license to Mount Sinai Hospital.
- c. IDPH issued a renewed license to Holy Cross Hospital.

8. During the year immediately preceding termination of Dr. Ezike's state employment on March 14, 2022, Sinai Chicago was the subject of the following regulatory decisions involving IDPH:

- a. On May 4, 2021, IDPH recommended that the federal Centers for Medicare & Medicaid Services ("CMMS") extend the Medicare participation termination date for Holy Cross Hospital to June 12, 2021, to allow the hospital time to revise its waiver request and submit a revised plan of correction with respect to the deficiencies

cited during IDPH's September 2020 full survey. CMMS accepted IDPH's recommendation.

b. On June 10, 2021, IDPH recommended that CMMS extend the Medicare participation termination date for Holy Cross Hospital to December 21, 2021. CMMS accepted IDPH's recommendation.

c. In August 2021, IDPH determined that Mount Sinai Hospital's and Holy Cross Hospital's psychiatric units met the criteria for, and recommended to CMMS a continuation of, an exclusion from the Medicare inpatient prospective payment system, which allowed the hospitals to be paid at a different, higher rate than a general unit.

d. On August 12, 2021, IDPH conducted two surveys of Holy Cross Hospital, both of which reflected that the hospital was in compliance with the relevant standards surveyed.

e. On November 3, 2021, IDPH conducted a survey of Schwab Rehabilitation Hospital, which found the hospital was not in compliance with a condition of participation in the Medicare program.

f. On December 10, 2021, as a result of a complaint, IDPH conducted a survey of Holy Cross Hospital, which substantiated the allegations and found that an immediate jeopardy to patient health and safety remained. IDPH also found that the hospital was not in compliance with a condition of participation in the Medicare program and recommended termination of the hospital's Medicare participation. CMMS accepted the recommendation and notified Holy Cross of a projected termination date of January 7, 2022.

g. On December 16, 2021, IDPH conducted a Life Safety Code desk audit of Holy Cross Hospital, which found that the hospital remained out of compliance with a condition of participation in the Medicare program.

h. On December 29, 2021, IDPH reported that it reviewed Mount Sinai Hospital's evidence of correction submitted on December 20, 2021, and found that the requirements under a condition of participation in the Medicare program were not met, that a revised plan of correction was submitted to IDPH on December 28, 2021, and that based on IDPH's review, an extension of the Medicare participation termination date from January 1, 2022, to January 30, 2023, was recommended to allow additional time to come into compliance. CMMS accepted IDPH's recommendation.

i. On January 4, 2022, IDPH conducted a post complaint visit survey of Holy Cross Hospital, which found that the immediate jeopardy to patient health and safety previously identified was removed, but the hospital remained out of compliance with a condition of participation in the Medicare program. IDPH recommended termination of Medicare participation.

j. On January 25, 2022, IDPH conducted a complaint survey of Holy Cross Hospital, which identified an immediate jeopardy to patient health and safety and that the hospital was not in compliance with a condition of participation in the Medicare program. IDPH recommended termination of Medicare participation. The hospital submitted its plan of correction on or about February 3, 2022.

k. On March 4, 2022, IDPH conducted a post complaint visit survey of Holy Cross Hospital, revealing that one of the previously cited conditions of participation in the Medicare program was now in compliance. IDPH recommended that the hospital's

projected Medicare termination date be extended to December 20, 2022, to allow additional time to comply with another condition of participation. CMMS accepted IDPH's recommendation.

9. Accordingly, Dr. Ezike violated section 5-45(h) of the Ethics Act.

10. The Attorney General and Dr. Ezike agree an administrative fine in the amount of \$150,000 should be levied against Dr. Ezike pursuant to section 50-5(a-1) of the Ethics Act, 5 ILCS 430/50-5(a-1).

11. The Attorney General and Dr. Ezike agree she may submit to the Commission, simultaneously with these stipulations, a statement concerning her view of the mitigating circumstances.

12. The Attorney General and Dr. Ezike agree to submit to the Commission, simultaneously with these stipulations, the Office of the Executive Inspector General for the Agencies of the Illinois Governor's final report in this matter dated February 21, 2023. The Attorney General and Dr. Ezike further agree to the publication of the final report in its entirety, at the Commission's discretion, with any appropriate redactions to material the Commission believes should not be made public.

13. These stipulations shall become effective only upon the Commission's acceptance of the Attorney General and Dr. Ezike's agreement to levy the fine set forth in paragraph 10. If the Commission determines to levy fines exceeding that amount, or otherwise rejects the Attorney General and Dr. Ezike's agreement to proceed in this manner, these stipulations shall not have any effect and an evidentiary hearing shall be held before the Commission as if these stipulations had never been made; provided, however, the separate *Stipulated Facts for Hearing* dated September 3, 2024, shall remain binding in any such hearing.

14. This resolution is the result of negotiation between the Attorney General and Dr. Ezike and is not intended to reflect the Petitioner's concurrence.

Dated: November 8, 2024

SO STIPULATED:

For the Attorney General:

For Dr. Ezike:

/s/ Darren Kinhead
Harpreet Khera
Darren Kinhead
Office of the Attorney General
115 South LaSalle Street
Chicago, IL 60603
312-814-3000
[REDACTED]@ilag.gov
[REDACTED]@ilag.gov

/s/ Heather Wier Vaught
Heather Wier Vaught
Heather Wier Vaught, P.C.
82 S. LaGrange Rd., Suite 205
LaGrange, IL 60525
[REDACTED]
[REDACTED]@wiervaught.com

Adam R. Vaught
Croke Fairchild Duarte & Beres LLC
191 N. Wacker, 31st Floor
Chicago, IL 60606
[REDACTED]
[REDACTED]@crokefairchild.com

**IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS**

SUSAN HALING, in her official capacity
as Executive Inspector General for the
Agencies of the Illinois Governor,

Petitioner,

v.

NGOZI EZIKE,

Respondent.

No. 24-EEC-001

RESPONDENT EZIKE’S MITIGATION STATEMENT

Respondent, Dr. Ngozi Ezike, by her attorneys, respectfully submits this statement related to the violation of section 5-45(h) of the State Officials and Employees Ethics Act (“Ethics Act”), referred to as the revolving door h-list provision.

BACKGROUND

Dr. Ngozi Ezike served as director of the Illinois Department of Public Health (“IDPH”) for three years (2019-2022) and became a recognized public health figure due to daily televised updates during the COVID-19 pandemic. In November 2021 a search firm reached out to Dr. Ezike on behalf of Sinai Chicago, a hospital system with safety net hospitals and clinics in some of Chicago’s most vulnerable neighborhoods, and in November and December of 2021 she interviewed for the position of president and chief executive officer. In early February 2022 she was offered the position. In mid-February she advised the Governor that she would be leaving IDPH, and on March 1, 2022 it was announced she would depart the agency effective March 14, 2022. In April 2022, Sinai and Dr. Ezike executed an employment contract, and in June 2022 she began serving as president and chief executive of Sinai.

In April 2022 the Office of the Inspector General for the Agencies of the Illinois Governor (“OEIG”) began investigating Dr. Ezike’s departure from the State. In February 2023, the OEIG issued a report (“OEIG Report”) finding reasonable cause to believe that Dr. Ezike violated the revolving door h-list provision of the Ethics Act when she accepted employment with Sinai, and violated an executive order by negotiating employment with a lobbying entity. The Attorney General brought a complaint before the Executive Ethics Commission (“EEC”). The parties have opted to settle the matter. As part of the settlement, Dr. Ezike agreed to accept responsibility for an Ethics Act violation and requested the opportunity to submit this statement of mitigating circumstances related to her decision to accept the position.

Because (i) she did accept employment with Sinai; (ii) she was aware that Sinai received grants and had grant agreements with IDPH; and (iii) she is now aware that Sinai was the subject of licensing and regulatory decisions by IDPH, Dr. Ezike will admit to a violation of the revolving door h-list provision of the Ethics Act. However, Dr. Ezike did not *knowingly* or *intentionally* violate the revolving door provision. She relied on the advice of trusted staff and the legal opinion of private counsel before officially accepting the position and executing a contract with Sinai.

H-LIST REVOLVING DOOR DETERMINATION

The Ethics Act prohibits high ranking employees, referred to as “h-list employees”, from knowingly accepting employment or compensation from an entity, or its parent or subsidiary, that has or had contracts with a cumulative value of \$25,000 or was the subject of a regulatory or licensing decision during the year prior to leaving State employment, regardless if the employee participated in or had knowledge of a contract or a licensing or regulatory decision. 5 ILCS 430/5-45(h). The Ethics Act does not define the term “contract” or “licensing or regulatory

decisions” and the ethics training provided while Dr. Ezike was a State employee did not include definitions of these terms.

According to the OEIG Report, “A determination of whether an employee is restricted pursuant to 5-45(h) is based only on whether the agency contracted with, licensed, or regulated the prospective employer, information readily available to H-listers such as Dr. Ezike.” *See* OEIG Report at 15. Dr. Ezike disagrees with this statement. First, the plain language of the Ethics Act applies the prohibition to entities that were the *subject* of any licensing or regulatory *decision* within a year before leaving state employment, not only those licensed or regulated. Second, the information necessary to conduct a revolving door determination is not always easily ascertainable. H-list employees must make their own revolving door determinations using their own knowledge, publicly available resources, or information they can gather from others, such as a chief of staff or ethics officer, and hope that the information is accurate.¹ The OEIG does not provide h-list employees with an opportunity to seek a determination before accepting other employment. Rather, h-list employees are urged to review EEC precedent and consult their ethics officer, although they do not have the ability to require an ethics officer to give them a written opinion or require other staff to provide information. Thus, it is up to each h-list employee to decide what information they need to request from the agency, and there’s no guarantee they can get the needed information from their agency, particularly if the individuals they rely on for information don’t know the proper questions to ask or what is considered a “contract” or a “licensing or regulatory decision.” As a result, employees are left to rely on

¹ There are several publicly available resources to determine if an agency has a contract with an entity, including the Comptroller’s vendor portal and the Chief Procurement Officers’ BidBuy portal, but to respondent’s knowledge there isn’t a publicly available resource or database of “licensing or regulatory decisions.”

information they can gather and advice from their ethics officer and then hope the information is complete and the ethics officer is correct.

SINAI REVOLVING DOOR DETERMINATION

Dr. Ezike was aware of the revolving door provision, but did not know specifically what information was needed or how to analyze post-state employment opportunities. She wanted to do everything possible to comply with the law, so she hired counsel to advise her on the revolving door. Counsel provided Dr. Ezike with an explanation of the prohibition and the type of information needed to determine whether she could accept employment with Sinai. She was advised to speak with IDPH's chief of staff and ethics officer, the two people most likely to be able to answer questions or know who would have the necessary information. The OEIG Report confirms she had multiple conversations with her chief of staff and ethics officer and details some of the information and guidance given to her.²

On several occasions Dr. Ezike asked questions and sought revolving door guidance from her ethics officer. With respect to contracts, she was told there were no contracts between IDPH and Sinai. Her ethics officer told her "there was nothing that the department was involved in over the course of the past year."³ This guidance was based on the ethics officer's opinion that grant agreements were not contracts, as he "did not think that grants applied in the context of revolving door." *See* OEIG Report at p. 11. With respect to licensing or regulatory decisions, the ethics

² The OEIG Report does not include information obtained from the chief of staff, and it appears the inspector general did not interview the chief of staff, but the fact that Dr. Ezike consulted with her chief of staff on multiple occasions was discussed during Dr. Ezike's interview.

³ Dr. Ezike provided the OEIG with a voicemail from the ethics officer on March 18, 2022. The ethics officer stated, with regard to Sinai, "there are no contracts, there's nothing that the department was involved in over the course of the past year. Sinai and Lurie have both received grants from the department, pass through for the most part of some federal money...so..that's not going to be an issue." Then he reiterated she should consult with an attorney since he could not give her unfettered advice. *See* OEIG Report at 17.

officer told Dr. Ezike the language referenced specific issues or decisions made by the agency, and was not applicable to perfunctory regulatory or licensing issues.⁴

Dr. Ezike had multiple conversations with her chief of staff about post-employment opportunities and sought information from him to make a revolving door determination. She specifically asked if Sinai had contracts and whether it was the subject of regulatory or licensing decisions. Dr. Ezike was advised the only item pertaining to licensing was the perfunctory renewal of hospital licenses. With respect to regulatory or licensing decisions, Dr. Ezike and her counsel were told there were no regulatory decisions related to Sinai. The regulatory actions identified in the report were unknown to Dr. Ezike or her counsel until after she began her position with Sinai.

The OEIG Report insinuates that Dr. Ezike should have done more to obtain guidance from staff, and that she should have been more forthcoming with her ethics officer as to her future employment opportunities. At the time, she took the actions she thought were necessary. Dr. Ezike provided the chief of staff and ethics officer with the names of three entities she was considering for post-employment, she believes she asked them the right questions, and she relied on them to provide her with correct information. She was unaware what steps her ethics officer took to provide her with guidance until reviewing the OEIG Report.

Dr. Ezike's counsel also advised her that she could accept the job with Sinai. Counsel did not identify any contracts between Sinai and IDPH. Counsel opined that the grant agreements were not contracts subject to the revolving door prohibition, in part because grant agreements are

⁴ The OEIG Report includes a recap of the ethics officer memo to file stating, "he conveyed to Dr. Ezike and [REDACTED] that his reading of the Ethics Act was that the language referred to specific regulatory or licensing issues, and not the more 'pro forma' types of regulatory or licensing issues." See OEIG Report at 14. In an interview, ethics officer said, "He was not aware of any regulatory decisions involving Sinai or any of its subsidiaries from March 2021 to March 2022, but claimed that he does not have access to regulatory decisions, and the only way he is made aware of these kinds of decisions is if a case came to him in his capacity as the Chief ALJ." See OEIG Report at 13.

subject to the Grant Accountability and Transparency Act and specifically excluded from traditional contracting and the Procurement Code (see, 30 ILCS 500/1-10(b)(2)). Plus, these grants were specific appropriations for Sinai in the State budget, meaning the agency had no discretion in awarding the grants. Counsel was of the opinion that annual license renewal for each of the hospitals was not a licensing decision under the Ethics Act but rather a perfunctory action. With respect to regulatory decisions, counsel could not identify any regulatory decisions related to Sinai and relied on the information provided by the chief of staff. As stated above, the regulatory actions detailed in the report were unknown to Dr. Ezike or her counsel.

As part of a final effort to do everything she could before signing a contract with Sinai, Dr. Ezike emailed the OEIG and disclosed that she was going to sign a contract with Sinai and asked if there were any concerns. The OEIG responded with the following advice:

“The OEIG does not make determinations for employees subject to the restrictions of section 5-45(h) of the Ethics Act (h-listers). As you are an h-lister, we encourage you to continue to consult with your counsel and your ethics officer with respect to this employment opportunity, or any other employment opportunities you are offered during the year following the termination of your State employment.”

That’s precisely what Dr. Ezike did. She relied on the information she was provided by her ethics officer and chief of staff, and she consulted and followed the advice of her counsel. She asked the two people within the agency that would have responsibility or access to the needed information and was told there weren’t any contracts and that Sinai wasn’t the subject of any licensing or regulatory decisions. She worked closely with private counsel who gave her a written opinion indicating it was permissible to accept employment. Dr. Ezike accepted

employment with Sinai based on the information and guidance she was provided by her ethics office, chief of staff, and counsel, and they provided her with sufficient evidence to reasonably conclude she could accept the position.⁵

It is also worth noting that the Director of IDPH is required to be a physician, and if the renewal of a hospital license is considered a licensing decision under the revolving door, a director would be precluded from working for any health system, in any capacity, for a year.

CONCLUSION

After guiding Illinois through the pandemic, Dr. Ezike was presented with an opportunity to lead a system of safety net hospitals providing care for the most vulnerable populations in Chicago. She consulted with her chief of staff; she consulted with her ethics officer; she hired private counsel. She thought she did everything right. She thought she was able to accept the job. Dr. Ezike accepts responsibility and appreciates the Office of the Attorney General's role in settling this matter. She also asks the Commission to recognize the challenges for employees navigating the revolving door prohibition. An h-list employee may have the best of intentions and may take all the steps they believe are appropriate, but still find they unintentionally violated the Ethics Act . The price of that unintentional violation is the possibility of harm to a former employee's reputation, plus the emotional and financial cost of an investigation.

⁵ Dr. Ezike does not believe anyone intentionally gave her incorrect information, rather they provided their interpretations based on their knowledge and information of the Ethics Act.

Respectfully submitted,

/s/ *Heather Wier Vaught*

Heather Wier Vaught

Heather Wier Vaught
Heather Wier Vaught, P.C.
82 S. LaGrange Rd., Suite 205
LaGrange, IL 60525 [REDACTED]
[REDACTED]@wiervaught.com

Adam R. Vaught
Croke Fairchild Duarte & Beres LLC
191 N. Wacker, 31st Floor
Chicago, IL 60606
[REDACTED]
[REDACTED]@crokefairchild.com

Office of Executive Inspector General for the Agencies of the Illinois Governor

Investigation Case No. 22-00949



As required under the State Officials and Employees Ethics Act (Ethics Act), this Final Report is submitted to the appropriate ultimate jurisdictional authority and the head of each State agency affected by or involved in the investigation, if appropriate. Pursuant to the Ethics Act, this Final Report and any attachments are CONFIDENTIAL and are not subject to the Freedom of Information Act. The Final Report and attachments may be disclosed only as the ultimate jurisdictional authority or head of each affected or involved State agency deems necessary in order to effect any related disciplinary action.

I. INTRODUCTION AND ALLEGATIONS

On April 20, 2022, the Office of Executive Inspector General (OEIG) received an anonymous complaint alleging that former Director of the Illinois Department of Public Health (IDPH) Dr. Ngozi O. Ezike violated the State Officials and Employees Ethics Act (Ethics Act) when, after leaving State employment, she accepted employment to serve as the President and Chief Executive Officer (CEO) of Sinai Chicago (Sinai).¹

As part of this investigation, the OEIG also looked into whether Dr. Ezike violated the revolving door ban provisions outlined in Executive Order 15-09.

II. BACKGROUND

The Ethics Act's revolving door provision generally prohibits all State employees from accepting non-State employment within one year of separation from State employment when the employee personally and substantially participated in the award or fiscal administration of State contracts valued at \$25,000 or more, or in regulatory or licensing decisions on the agency's behalf, to the prospective employer within one year prior to leaving State employment.² Accordingly, State agencies must determine which employees, by the nature of their duties, may participate in the awarding of such contracts or in regulatory or licensing decisions. Once identified, the names of these employees are placed on a list commonly referred to as a "C-list."³

There are certain State employees and appointees in high-ranking positions who are strictly prohibited from knowingly accepting employment or receiving compensation from certain individuals or entities for one year after leaving State employment, regardless of whether they participated personally and substantially in the award or fiscal administration of State contracts or in the making of regulatory or licensing decisions.⁴ Per subsection (h) of the Ethics Act's revolving door provision, the head of a department or appointee subject to the advice and consent of the Illinois Senate (such as the Director of IDPH) may not knowingly accept employment or receive compensation or fees from an entity for a year after leaving State employment, if the entity, or its parent or subsidiary, was a party to a State contract or contracts with a cumulative value of \$25,000 or more involving the employee's State agency, or was the subject of a regulatory or licensing decision involving the employee's State agency, during the year prior to leaving State employment.⁵ State employees subject to this provision are commonly referred to as being on the "H-list." Unlike C-list employees, who must seek a revolving door determination from the OEIG as to whether a prospective non-State employment opportunity would violate the Ethics Act before accepting the non-State employment, there is no determination process through the OEIG for people on the H-list.⁶

¹ The OEIG also received two other complaints, Complaint Nos. 22-00908 and 22-01612 on April 14 and June 28, 2022, respectively, alleging similar allegations, which were closed into this case. [Redacted].

² 5 ILCS 430/5-45(a)-(b).

³ 5 ILCS 430/5-45(c).

⁴ See 5 ILCS 430/5-45(h).

⁵ 5 ILCS 430/5-45(h).

⁶ See 5 ILCS 430/5-45(f).

Additionally, Executive Order 15-09 states that no State employee, while employed by or serving as an appointee of a State agency, shall negotiate for employment or other compensation with any person or entity that is registered as a lobbyist or lobbying entity and has identified that State agency on its then-current lobbyist or lobbying entity registration filed with the Secretary of State. Executive Order 15-09 also states that no former State employee, within one year after leaving his or her position with a State agency, shall accept compensation from any person or entity for lobbying any State agency.

Established in 1877, IDPH's mission is to advocate for and partner with the people of Illinois to re-envision health policy and promote health equity, prevent and protect against disease and injury, and prepare for health emergencies.⁷ IDPH is organized into 12 offices, each of which addresses a distinct area of public health.⁸ The IDPH Office of Health Care Regulation licenses, inspects, and/or certifies health care facilities, including hospitals, to ensure compliance with State and federal regulations.⁹

Sinai is a network of hospitals and community clinics, as well as a community institute and a research institute.¹⁰ Mount Sinai Hospital, Holy Cross Hospital, and Schwab Rehabilitation Hospital are part of the Sinai network.¹¹ Mount Sinai Hospital and Holy Cross Hospital represent two of the State's 40 safety net hospitals that provide essential health services to individuals who otherwise would lack access to health care, such as low-income, uninsured, and vulnerable populations.¹² For calendar year 2022, Sinai was registered with the Illinois Secretary of State as a lobbying entity, listing IDPH as an agency Sinai intended to lobby.¹³

III. INVESTIGATION

A. Dr. Ezike's State Employment As IDPH Director

Appointment records reflect that on February 1, 2019, Illinois Governor JB Pritzker appointed Dr. Ezike to serve as IDPH Director, effective February 11, 2019. The Illinois Senate confirmed the appointment, and Dr. Ezike remained Director until her resignation from IDPH, effective March 14, 2022.

⁷ <https://dph.illinois.gov/about.html> (last visited Feb 13, 2023).

⁸ *Id.*

⁹ See <https://dph.illinois.gov/topics-services/health-care-regulation/health-care-facilities.html> (last visited Feb. 13, 2023).

¹⁰ See <https://www.sinaichicago.org/en/about-us> (last visited Feb 13, 2023).

¹¹ *Id.*

¹² Illinois Health and Hospital Association, Illinois Safety Net Hospitals, <https://www.team-ihh.org/files/non-gated/member-resources/safety-net-backgroundunder.aspx> (last visited Feb. 13, 2023). A safety net hospital is defined as a general acute care or pediatric hospital that is a disproportionate share hospital as defined by the federal Social Security Act, as determined by the Illinois Department of Healthcare and Family Services, and either has a Medicaid Inpatient Utilization Rate (MIUR) of at least 50% or a MIUR of at least 40% and a charity percent of at least 4%. See 305 ILCS 5/5-5e.1.

¹³ See <https://apps.ilsos.gov/lobbyistsearch/lobbyistsearch> (last visited Feb. 13, 2023).

B. Summary Of IDPH State Grants Awarded To Sinai

The OEIG interviewed former¹⁴ IDPH Deputy Director of Finance and Administration and Chief Fiscal Officer (CFO) [IDPH Employee 1] on June 9, 2022. [IDPH Employee 1] stated that safety net hospitals, including Sinai hospitals, receive millions of dollars in grant funds from the State. [IDPH Employee 1] explained that safety net awards are statutorily awarded as part of the budget appropriation process, so IDPH was required to give that money to the hospitals and that she knew of Sinai because of her involvement in the budgeting process. She confirmed that similar to when the State enters into other contracts, when the State awards a grant, a grant agreement is entered into that sets forth the purpose, terms, conditions, and rights of each party to the agreement and requires that the grantee perform or provide something to get that grant money. She said she did not know of additional grant funding to Sinai, but that the Grant Accountability and Transparency Act (GATA) system would reflect any such grants, the amount given, and the time period. [IDPH Employee 1] stated, in the context of the revolving door prohibition, she would have concerns about any grants awarded to Sinai outside of the safety net funding, as well as any violations, licensing, or compliance issues with respect to its operations.

[IDPH Employee 1] recalled that in approximately late fall of 2021, she and Dr. Ezike had a phone conversation during which Dr. Ezike mentioned that she might leave IDPH and that she might go work for one of the health systems. [IDPH Employee 1] added that Dr. Ezike did not mention she was considering any particular entity, but just mentioned possibly working for some health care organization in the City of Chicago. [IDPH Employee 1] stated she told Dr. Ezike that she (Dr. Ezike) could not do that because IDPH had given money to health care systems, to which, according to [IDPH Employee 1], Dr. Ezike responded, “what are they gonna do, stop me?” She said there were no further discussions on the topic with Dr. Ezike.

[IDPH Employee 1] said then, in late 2021 or early 2022, she received an inquiry from IDPH General Counsel [IDPH Employee 2] and Chief Administrative Law Judge (ALJ) [IDPH Employee 3], who was serving as Ethics Officer at the time, asking for clarification about which hospitals and health care systems IDPH had done business with. She explained that [IDPH Employee 2] and [IDPH Employee 3] may have told her they were wondering if Dr. Ezike was going to be joining an institution that IDPH had given funding to. [IDPH Employee 1] said she looked at the GATA system, searched for Chicago-area hospitals to see if IDPH had given money to them, and provided the information to [IDPH Employee 2] and [IDPH Employee 3] via email. The spreadsheet, attached to the email [IDPH Employee 1] provided, included a link to a grant listing for Mount Sinai.

The OEIG requested and reviewed all IDPH contracts with Sinai for fiscal years (FY) 2021 and 2022. This review revealed that between March 15, 2021 and March 14, 2022—Dr. Ezike’s last year as IDPH Director—IDPH had at least six grant agreements with Sinai, totaling over \$4.2 million, including \$4 million in safety net funding and project grant awards cumulatively valued at over \$220,000. Each grant agreement was signed by or on behalf of the IDPH Director and the President and CEO of Sinai. The following is a summary of the grant agreements.

¹⁴ [Redacted].

Agreement Number	Signed on behalf of IDPH ¹⁵	Effective Dates	Purpose and Deliverables/Milestones	Award Amount	Type of Grant / Assistance ¹⁶
15080109I	9/8/2020	7/1/2020 - 6/30/2021	Statutory ¹⁷ safety net grant under the Hospital Health Protection Grant Program (HHPGP), providing funding to named hospitals for ordinary and continent expenses. Sinai was to provide periodic financial reports.	\$2,000,000	Direct Payments with Unrestricted Use
00180050H	6/30/2020	4/1/2020 - 3/31/2021	Federal funds for the Illinois Minority AIDS Initiative AIDS Drug Assistance Program (AIDS Drug Program). Sinai was to provide outreach / education services to newly diagnosed HIV-positive minority and high-risk individuals to increase minority participation in the Program.	\$40,000	Competitively Awarded Project Grant Renewal
13283005I	12/20/2020	9/1/2020 - 8/31/2021	Federal funds for the 2021 Asthma Home Visit Collaborative (Asthma) Grant Program 2021. Sinai was to provide a number of services, such as participating in meetings and calls with partners, overseeing home visit activities, providing training, identifying needs, developing plans and reports, etc.	\$57,398.96 ¹⁸	Competitively Awarded Project Grant
23283005J	8/25/2021	9/1/2021 - 8/31/2022	Federal funds for the Asthma Grant Program for FY 2022. Sinai was to provide a number of services, such as participating in meetings and calls with partners, overseeing home visit activities, providing training, identifying needs, developing plans and reports, etc.	\$57,999.96	Competitively Awarded Project Grant Renewal
25080109J	9/15/2021	7/1/2021 - 6/30/2022	Statutory ¹⁹ safety net grant under the HHPGP, providing funding to named hospitals for ordinary and continent expenses. Sinai was to provide periodic financial reports.	\$2,000,000	Direct Payments with Unrestricted Use
20180022J	11/15/2021	7/1/2021 - 3/31/2022	Federal grant funds for the AIDS Drug Program. Sinai was to provide outreach / education services to newly diagnosed HIV-positive minority and high-risk individuals to increase minority participation in the Program.	\$65,000	Competitively Awarded Project Grant

Each grant contained recitals declaring, “in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the parties hereto agree as follows. . . .” Each grant agreement stipulated the maximum amount of funding Sinai would receive, the effective dates of

¹⁵ Signed on behalf of Dr. Ezike as IDPH Director by her designee.

¹⁶ As reflected in the Illinois Catalog of State Financial Assistance, <https://www2.illinois.gov/sites/GATA/Grants/Sit ePages/CSFA.aspx> (last visited Dec. 30, 2022).

¹⁷ Public Act 101-637, § 115.

¹⁸ Two amendments to this grant were signed in the name of Dr. Ezike on May 18 and June 6, 2021, respectively, each increasing the cost of the grant agreement to allow for increased intensive home visiting services provided in Chicago and Kankakee. The original grant amount was for \$35,000. Amendment 1, signed in the name of Dr. Ezike on May 18, 2021, increased the grant amount by \$20,398.96, and Amendment 2, signed in the name of Dr. Ezike on June 16, 2021, increased the grant by \$2,000.

¹⁹ Public Act 102-017, § 135.

the agreement, and statements whereby Sinai (grantee) agreed to accept payments from IDPH (grantor) on the condition that the grant funds would only be used for the purposes described in each respective agreement.

Prior to the initial award of each project grant, IDPH issued a Notice of Funding Opportunity (NOFO) requiring that organizations submit applications for funding, including a project plan describing how the award would be used, through IDPH's Electronic Grants Administration & Management System (EGrAMS). Grants were then competitively awarded following a merit-based review, and eligible for renewal the following year.²⁰

C. IDPH Regulatory Decisions Concerning Sinai

On July 22, 2022, the OEIG interviewed IDPH Division Chief of Health Care Facilities and Programs [IDPH Employee 4]. As Division Chief, [IDPH Employee 4] oversees the unit in charge of the licensing and regulation of health care facilities, including hospitals. [IDPH Employee 4] stated she has served in this capacity since approximately May 2016, that it is well-known within IDPH that her Division handles the licensing and regulation of hospitals, and that she gets emails all the time from other departments within IDPH with questions in this regard.

[IDPH Employee 4] stated that hospitals are regulated by IDPH in various ways, such as approving the initial licensing,²¹ approving bed and service changes, and ensuring various requirements are followed. She said IDPH conducts surveys to ensure that providers and facilities are maintaining their compliance with State and federal regulations and standards. She added that the most common way that IDPH regulates hospitals is through surveys in response to complaints received. [IDPH Employee 4] stated that approximately 95% of hospitals, in addition to being licensed by IDPH, are Medicare-certified as complying with the Conditions of Participation (CoPs) set forth in federal regulations.²² She explained that for these Medicare-certified hospitals, full surveys are conducted by the accrediting organization approved by the Centers for Medicare & Medicaid Services (CMMS), but that IDPH still conducts complaint surveys once CMMS authorizes IDPH to do so. She said her Division triages complaints based on the seriousness of the complaint and conducts complaint surveys within the guidelines prescribed by CMMS.

In the case of a Medicare-certified hospital, [IDPH Employee 4] stated if a compliance investigation is authorized and IDPH found that the hospital was not in compliance with Medicare CoPs, IDPH would recommend to Medicare that IDPH conduct a full survey of all Medicare CoPs.

²⁰ A NOFO announcing Asthma Grant Program funding was issued in September 2020 for the period from September 1, 2020 to August 31, 2021, with a renewal of the competitive grant award for the period from September 1, 2021 to August 31, 2022 occurring the following year. A NOFO announcing AIDS Drug Program funding was issued in July 2019 for the period from September 1, 2019 to March 31, 2020, with a renewal of the competitive grant award for the period from April 1, 2020 to March 31, 2021 occurring the following year. A NOFO for AIDS Drug Program grant funding was then issued July 2021 for the period through March 31, 2022.

²¹ [IDPH Employee 4] explained that before a hospital can be issued a license to serve patients, her Division must conduct a life safety survey and health survey to ensure that all licensing requirements are met. She said that hospital licenses are valid for one year and must be renewed annually, adding that hospitals do not have to submit an application for license renewal and that the only requirement for a license renewal is payment of an annual bed fee of \$55 per bed. She stated that safety net hospitals, such as Mount Sinai and Holy Cross, do not have to pay an annual bed fee, however.

²² In her interview, [IDPH Employee 4] used Medicare-certified and Medicare-accredited interchangeably. For this report, the OEIG will refer to hospitals certified as complying with federal CoPs as Medicare-certified.

[IDPH Employee 4] said, in that case, that Medicare-certified hospital would be under State monitoring until that hospital comes into compliance, adding that while under State monitoring, the State would not need to seek any further authorization to conduct any additional complaint surveys. She said generally, surveys require that IDPH conduct record reviews, interview patients and staff, and conduct walk-throughs to observe the relevant units or areas of concern.

When asked what type of regulatory action IDPH can take against a hospital, [IDPH Employee 4] said IDPH can require that the hospital submit a plan of correction for any violations or areas of non-compliance. At the State-level, [IDPH Employee 4] said IDPH can take action to suspend or revoke a license, and at the federal level, a hospital's Medicare-certification could be terminated. She explained that health surveillance field nurses (surveyors) document their survey work on a statement of deficiencies form, which identifies the citations for the areas of non-compliance, the various findings, as well as the supporting evidence. She said depending on the type of violation, a plan of action may require an IDPH surveyor to return to the facility to ensure compliance, adding that there is a level of discretion given to the surveyor with respect to what action is required to ensure compliance and whether a formal citation is warranted.

[IDPH Employee 4] confirmed that the licensing and regulation of three Sinai hospitals—Schwab Rehabilitation Hospital (Schwab), Mount Sinai Hospital (Mount Sinai), and Holy Cross Hospital (Holy Cross)—falls within the Division's purview. She said that Schwab is licensed by IDPH as a rehabilitation hospital and Mount Sinai and Holy Cross are licensed as acute care hospitals, meaning they receive a "general hospital" license. Further, she stated that Holy Cross and Mount Sinai were under State monitoring until December 2022 and January 2023, respectively, which means those hospitals were not in compliance with at least one Medicare CoP and the State is responsible for conducting Medicare certification surveys. She added that Holy Cross and Mount Sinai had been under the State's jurisdiction since September 2020 and October 2020, respectively. [IDPH Employee 4] said since March 2021, there were multiple surveys conducted by the State with respect to Sinai, that any violations resulting from these surveys would have been cited, and the hospital would have had to create a plan of correction. She reiterated that IDPH's determinations following a survey would be considered regulatory decisions by IDPH, and that she communicates about those decisions with IDPH's Chief of Staff.

The OEIG requested and reviewed all IDPH regulatory decisions with respect to Sinai and its subsidiaries during Dr. Ezike's tenure as IDPH Director.²³ The OEIG confirmed that since 2020, Holy Cross and Mount Sinai had each been and continued to be under State monitoring through Dr. Ezike's last day as IDPH Director. As reflected in the IDPH records provided to the OEIG, the following is a summary of IDPH regulatory decisions taken with respect to Sinai hospitals during Dr. Ezike's last year of employment as IDPH Director.

²³ The OEIG also requested all IDPH licensing decisions with respect to Sinai during Dr. Ezike's tenure, and in response, received copies of "license, permit, certification, registration" certificates for Schwab, Holy Cross, and Mount Sinai issued in 2020, 2021, and 2022 under the name of Dr. Ezike as IDPH Director.

Date	Hospital	Regulatory Decision
5/4/2021	Holy Cross	IDPH recommended that CMMS extend the Medicare participation termination date for the hospital to 6/12/2021 to allow Holy Cross time to revise its waiver request and submit a revised plan of correction with respect to the deficiencies cited during IDPH's September 2020 full survey. CMMS accepted IDPH's recommendation.
6/10/2021	Holy Cross	IDPH recommended that CMMS extend the Medicare participation termination date for the hospital to 12/21/2021. CMMS accepted IDPH's recommendation.
8/12/2021	Holy Cross	IDPH conducted two complaint surveys, both of which reflected that the hospital was in compliance with the related standards surveyed.
11/3/2021	Schwab	IDPH conducted a complaint survey, which found that Schwab was not in compliance with a CoP regulation.
12/10/2021	Holy Cross	As a result of a complaint, IDPH conducted a survey, which substantiated the complaint allegations and found that an immediate jeopardy (IJ) to patient health and safety remained. IDPH also found that Holy Cross was not in compliance with a CoP regulation and recommended termination of the hospital's Medicare participation. CMMS accepted the recommendation and notified Holy Cross of a projected termination date of 1/7/2022.
12/16/2021	Holy Cross	IDPH conducted a Life Safety Code desk audit, which found that Holy Cross remained out of compliance with a CoP regulation.
12/29/2021	Mount Sinai	IDPH reported that it reviewed the hospital's evidence of correction submitted on 12/20/2021 and found that the requirements under a CoP regulation were not met, that a revised plan of correction was submitted to IDPH on 12/28/2021, and that based on IDPH's review, an extension of the Medicare participation termination date from 1/1/2022 to 1/30/2023 was recommended to allow additional time to come into compliance. CMMS accepted IDPH's recommendation.
1/4/2022	Holy Cross	IDPH conducted a post complaint visit survey, which found that the IJ previously identified was removed, but the hospital remained out of compliance with a CoP regulation. IDPH recommended termination of Medicare participation.
1/25/2022	Holy Cross	IDPH conducted a complaint survey, which identified an IJ to patient health and safety and that Holy Cross was not in compliance with a CoP regulation. IDPH recommended termination of Medicare participation. Holy Cross submitted its plan of correction on or about 2/3/2022.
3/4/2022	Holy Cross	IDPH conducted a post complaint visit survey, revealing that one of the previously cited CoPs was now in compliance. IDPH recommended that Holy Cross's projected Medicare termination date be extended to 12/20/2022 to allow additional time to comply with another CoP. CMMS accepted IDPH's recommendation.

In addition, during Dr. Ezike's last year of IDPH employment, in August 2021, IDPH determined that Holy Cross and Mount Sinai's psychiatric units met the criteria for, and recommended to CMMS a continuation of, an exclusion from the Medicare inpatient prospective payment system (PPS), which allowed the hospitals to be paid at a different, higher rate than a general unit. This required that the hospitals self-attest that they met the federal regulatory requirements for these distinct units. During her interview, [IDPH Employee 4] explained that IDPH monitors and tracks these forms as a regulatory matter.

[IDPH Employee 4] stated despite it being well known within IDPH that her office handles regulatory and licensing matters concerning health providers, she was never contacted by anyone

inquiring whether IDPH conducted any regulatory or licensing matters with respect to Sinai.

D. Ethics Training And Guidance Received By Dr. Ezike

Since 2004, all State employees are required to complete an annual State employee ethics training program.²⁴ Furthermore, since 2009, State employees are required to complete initial ethics training within 30 days after commencement of his or her employment.²⁵ Records reflect that as part of the Illinois State Senate appointment confirmation process, Dr. Ezike signed a form on January 20, 2019, certifying that she had read the provisions of the Ethics Act, as well as other State or federal statutes and rules applicable to the IDPH Director position to which she was being appointed. Dr. Ezike completed her initial ethics training in March 2019 shortly after her hire, and she subsequently completed an ethics training program in 2020 and 2021.²⁶ During each of these trainings, Dr. Ezike was informed of the Ethics Act's revolving door restrictions. Specifically, the training materials Dr. Ezike certified she completed, as recently as November 1, 2021, contained the following information:

[A]n individual on the h-list cannot accept employment, compensation, or fees from a prospective employer for one year after the date they leave state employment if the prospective employer, its parent, or its subsidiary for one year immediately before leaving state employment was:

- a party to a state contract or contracts with a total value of \$25,000 or more involving the state employee's agency; or
- subject to a regulatory or licensing decision applied directly to the state employee's agency.

This training further provides:

Executive Order 15-09 prohibits state employees under the governor's jurisdiction from:

- negotiating for post-state employment with any entity that lobbies that employee's agency while they are still employed by the state; and
- being paid to lobby any state executive agency for one year after the employee leaves their state position.²⁷

E. Dr. Ezike's Discussions Regarding Post-State Employment With Sinai While Employed By The State

The OEIG subpoenaed records, including communications, related to Sinai's search for a

²⁴ 5 ILCS 430/5-10(a), P.A. 93-615 (effective Nov. 19, 2003).

²⁵ 5 ILCS 430/5-10(c), P.A. 96-555 (effective Aug. 18, 2009).

²⁶ Records reflect that Dr. Ezike did not complete ethics training in 2022.

²⁷ The 2019 ethics orientation for State of Illinois employees and 2020 annual ethics training programs similarly contain reference to Executive Order 15-09 and its post-State employment prohibitions.

new President and CEO. Records reflect that Sinai hired an executive search firm to assist in that search, and on July 22, 2022, the OEIG interviewed a representative of that executive search firm to provide additional details regarding the CEO selection process and subsequent negotiations with Dr. Ezike. This interview, together with the records, establish the following sequence of events.

November 26, 2021: Dr. Ezike submitted her résumé for consideration for the Sinai President and CEO position.

December 2021-January 2022: Dr. Ezike participated in three separate rounds of interviews with the Sinai Executive Search Committee. At the conclusion of the final round of interviews, the Committee voted and selected Dr. Ezike as the preferred candidate.

February 1, 2022: the Sinai Executive Search Committee presented its recommendation to the full Sinai Board of Directors, which voted to approve the Committee's recommendation. That same day, Dr. Ezike was notified of the Board's decision by representatives of the Executive Search Committee and the search firm and was told that a formal offer was forthcoming.

February 4, 2022: A representative from the executive search firm spoke to Dr. Ezike over the phone and communicated the main points of Sinai's offer of employment as President and CEO. The representative followed up with an email to Dr. Ezike attaching the formal offer letter. The letter specified:

- Base annual salary of \$750,000
- Short-Term Incentive Program: eligible for a target bonus of 40% of her base salary, paid out annually and based on the prior fiscal year (bonus threshold is 20% and maximum is 60%)
- Sign on bonus in the amount of \$25,000
- Executive Benefits, including 403b employer contribution and \$700 monthly car allowance
- Start date of March 14, 2022 (to be discussed)

On or about February 7, 2022: Dr. Ezike participated in meet-and-greets with Sinai Board members.

Sometime between February 4 and 14, 2022: Dr. Ezike countered the offer via a phone call to a representative from the executive search firm asking for an annual base salary somewhere in the \$800,000 range and a later start date.

February 14, 2022: Sinai, via the executive search firm, communicated a counteroffer to Dr. Ezike with an annual base salary of \$760,000, an increased sign-on bonus, and a pro-rated annual bonus if she could start in April 2022.²⁸

²⁸ In an email, dated March 4, 2022, from a representative from the executive search firm to Sinai's Chief Human Resource Officer and Sinai's General Counsel, the representative outlines key dates surrounding employment discussions with Dr. Ezike. In this email, the representative writes that on February 14, 2022, a counteroffer was made. During his interview, the representative clarified that this was Sinai's counteroffer to Dr. Ezike, which was made in response to a counterdemand that Dr. Ezike had previously made. The OEIG also obtained text messages between Dr. Ezike and the Chair of the Sinai Executive Search Committee. In one such text message, the Chair wrote,

February 15, 2022: Dr. Ezike spoke to a representative of the executive search firm agreeing to become the next CEO of Sinai with a \$760,000 annual base salary, but not agreeing to an April 2022 start date.

February 16, 2022: Dr. Ezike was introduced via email to the Sinai Chief Human Resource Officer (HR Officer), who would be responsible for handling the employment agreement.

February 18, 2022²⁹: Dr. Ezike resigned from her position as Director of IDPH effective March 14, 2022.

After submitting her resignation, on February 18th, Dr. Ezike emailed a representative of the executive search firm stating that although she resigned from her State position, upon advice of her attorney, she could not enter into a contract until March 14, 2022—her last day of State employment—because of an executive order that prohibits State employees from entering into employment negotiations with entities registered to lobby. On February 19th, this email was forwarded to Sinai administrators, including the HR Officer, who on February 20th, replied that he had “been in talks with Dr. Ezike regarding terms and language in the employment contract.”

F. Interview Of [Governor’s Office Employee 1]

The OEIG interviewed [Governor’s Office Employee 1] on August 24, 2022. [Governor’s Office Employee 1] stated in her role as Ethics Officer for the Governor’s Office, she has completed revolving door reviews for H-list employees from the Governor’s Office, which necessarily requires that she know the name of the prospective employer. She stated because the Governor’s Office does not make regulatory or licensing decisions as an agency,³⁰ she mainly looks at fiscal administration matters and contracts, including grants. She explained that “a grant is a contract” in the absolute sense and that her focus is really on where the money is going, so she asks both the Governor’s Office fiscal staff and the Governor’s Office of Management and Budget (GOMB) to run a list of all entities that the Governor’s Office has contracted with and had issued grants to. She stated that she will also conduct a search of the Lobbying Activities Index on the Illinois Secretary of State’s website to identify if the individual’s prospective employer had been identified as a lobbying entity that lobbied the Governor’s Office. [Governor’s Office Employee 1] stated after gathering the information, she will draft and send an email to the individual with a summary of her review, advising that her review should not be construed as an “all clear,” that she is not their attorney, and that they should obtain their own counsel.

Ngozi, once again CONGRATULATIONS! Thanks for reaching out to me directly this morning to share your excitement—hopefully you heard the same from me [The HR Officer] (who you met throughout the interview process), [] will lead your onboarding.....and our Communications VP [] will want to coordinate the announcements as we discussed this morning between the state and Sinai, and also work on various internal messaging once we are ready to tell the Sinai team.

The OEIG did not obtain any record suggesting that Dr. Ezike responded to this message via text.

²⁹ Dr. Ezike’s resignation letter was dated February 14, 2022, but the email to Governor Pritzker and Chief of Staff [Governor’s Office Employee 2], attaching the letter, was not sent until February 18, 2022, at 4:35 PM.

³⁰ However, she stated her review may entail asking probing questions about the employee’s involvement in another agency’s regulatory or licensing decisions.

[Governor's Office Employee 1] stated she did not recall exactly when she learned that Dr. Ezike was going to be leaving State government, but it was sometime in early 2022, when the Office of the Governor General Counsel asked her ([Governor's Office Employee 1]) to reach out to Dr. Ezike. [Governor's Office Employee 1] confirmed she spoke to Dr. Ezike on or about February 21, 2022 and followed up with an email. She described her conversation with Dr. Ezike as a general discussion. She said her dilemma with Dr. Ezike was that she never told her anything about where she was going and that "it is impossible to help someone and give them guidance when they won't tell you where they are going." She confirmed Sinai was never mentioned and recalled Dr. Ezike wavering whenever she ([Governor's Office Employee 1]) inquired about where Dr. Ezike was considering for employment. [Governor's Office Employee 1] said she did not conduct any research related to Dr. Ezike's post-State employment because there was nothing to research.

[Governor's Office Employee 1] said all she told Dr. Ezike was that she was on the H-list, which meant that an assessment needed to be done on wherever she wanted to go, and she mentioned some of the lobbying restrictions as it related to Executive Order 15-09. [Governor's Office Employee 1] said she advised Dr. Ezike to obtain private counsel, and to also speak to her Ethics Officer, and offered to provide Dr. Ezike with parameters to better understand the restrictions, which she did in the February 21, 2022 email.

In this email, [Governor's Office Employee 1] reaffirmed the Ethics Act's revolving door provisions under 5 ILCS 430/5-45(h), as well as the post-employment restrictions established by Executive Order 15-09. With respect to the Executive Order, [Governor's Office Employee 1] stated:

Post-employment restrictions established by Executive Order 15-09 prohibit State employees – including Agency Directors- from (1) negotiating post-state employment with an entity that lobbies their agency while the employee is working for the state, and (2) accepting employment (compensation) for lobbying executive branch agencies for one year after leaving their position. https://www2.illinois.gov/Pages/government/execorders/2015_9.aspx I recommend you make lobbying entities seeking to discuss post-employment with you aware of Executive Order 15-09. I do not believe the Executive Order prohibits you from taking an informational interview with an entity that lobbies your Agency. An informational interview may include discussion about opportunities and the salary range for an opportunity. Discussion beyond general information and salary range may be perceived as negotiation and is prohibited while working for the state.

With regard to the email, [Governor's Office Employee 1] explained that an informational interview can generally discuss positions that may be available and the associated salary range of pay for those positions, but that discussing a specific job and a specific dollar amount to be paid for that job goes beyond general information, and she would consider it negotiating. She added that an employee does not necessarily control whether or not they receive an offer; however, if you are verbally accepting that offer or countering that offer, that is negotiating for your employment. She also stated she would consider it inappropriate for an agency director to be having discussions about future employment with an entity that the agency regulates because it could pose a conflict.

[Governor's Office Employee 1] stated she forwarded the email she sent to Dr. Ezike to

[IDPH Employee 3] since he was acting as IDPH's Ethics Officer at the time and that she also spoke to him over the phone. She did not recall specifically what she said to [IDPH Employee 3] but stated she would have given him deep direction, such as telling him to talk to people in the agency that work with various databases, deal with regulatory matters, and to talk to the fiscal team to get an idea of all the money that goes out the door. She stated during her conversations with [IDPH Employee 3], he did not mention that Dr. Ezike told him where she was going to be working after leaving State employment and acknowledged that he would need to know that information when speaking to various individuals within IDPH in order for those conversations to be beneficial.

G. Interview Of [IDPH Employee 3]

On June 1, 2022, the OEIG interviewed [IDPH Employee 3], the IDPH Chief ALJ who also served as Acting Ethics Officer from October 1, 2021 to May 6, 2022.

[IDPH Employee 3] stated that on February 9, 2022, Dr. Ezike contacted him over the phone, indicating that she was interested in possibly working for a hospital after leaving IDPH. [IDPH Employee 3] stated that Dr. Ezike did not indicate which hospital or hospitals she was considering for post-State employment, although he told her it would be easier to conduct research if he knew what employer she was considering. Accordingly, he said he and [IDPH Employee 2] approached the inquiry by looking at which hospitals in Chicago might want to hire Dr. Ezike. He said he asked [IDPH Employee 5], who works in the Finance Department and works with contracts regularly, to look into whether IDPH had contracts greater than \$25,000 or more with the University of Chicago, Northwestern University, Loyola, and Rush hospital systems, clarifying that Dr. Ezike did not ask him to look into those specific hospitals. [IDPH Employee 3] said he understood that there was a lot of federal money that IDPH was providing to local health departments and hospitals as part of the COVID-19 response effort, and there was a grant process in place to provide money to those entities, but he was not sure whether he looked into grants that were given to any specific hospitals.³¹

[IDPH Employee 3] said during a subsequent phone call on February 10, 2022, he advised Dr. Ezike that she could possibly avoid the H-list revolving door restrictions on post-State employment if IDPH had not engaged in any regulatory or licensing decisions against the entity she was interested in working for and if the entity had not entered into contracts of \$25,000 or more during her last year of State employment.³² He stated after speaking with Dr. Ezike on February 10th, he conducted research concerning the H-list prohibition, including looking at EEC decisions, Office of Attorney General Opinions, and OEIG cases.

³¹ Email communications between [IDPH Employee 3], [IDPH Employee 2] and [IDPH Employee 5], dated February 9, 2022, reflect that [IDPH Employee 5] indicated there were contracts with each of those entities, and then clarified that these were grants. In response, [IDPH Employee 3] stated, "We are not concerned with any grants," and "We are only concerned about contracts which the Department entered into with hospitals or the universities that they are associated with."

³² [IDPH Employee 3] stated that during the February 9th phone call, he mistakenly advised Dr. Ezike that she was a C-list employee under Section 5-45(c) of the Ethics Act, which requires personal and substantial involvement in the regulatory or licensing decision or in the award of the State contract with the prospective employer. However, he stated that he later learned from [IDPH Employee 2] that as the Director of the agency, Dr. Ezike would be considered an H- list employee. His memorandum to file, discussed below, also reflects this.

[IDPH Employee 3] stated he did not speak to Dr. Ezike after the February 10th phone call until March 15, 2022. He stated on that date, which was after Dr. Ezike left State employment, Dr. Ezike and then-Chief of Staff [IDPH Employee 6] reached out to him over the phone to try to get a better understanding of how the H-list prohibition worked. [IDPH Employee 3] recalled the three of them generally talking about the H-list being very restrictive with respect to post-State employment. [IDPH Employee 3] stated during this call, he was asked to look into whether IDPH had any contracts with Sinai, Lurie Children’s Hospital, and the Field Foundation, which he did. He said he did not recall looking into regulatory or licensing decisions regarding these entities, adding that had he done so, he would have documented it in a memorandum to file he wrote concerning Dr. Ezike’s revolving door inquiries. He said he believed he was only asked to look into contracts and was not asked about regulatory or licensing decisions as it applied to the three entities.

[IDPH Employee 3] said following the March 15th phone call, he asked [IDPH Employee 5] to look into whether IDPH had *contracts* with any of the three entities, to which he responded there were none. [IDPH Employee 3] stated he did not think that grants applied in the context of revolving door because in his opinion, grants and contracts were conceptually different things. Though he acknowledged that similar to a contractual agreement, an entity needs to demonstrate that it can provide a specific service and provide documentation that the entity actually provided the service under a grant, with the terms set by IDPH, he maintained that contracts and grants are different things because the contract process involves negotiations.³³ [IDPH Employee 3] stated on March 18, 2022, he left a voicemail for Dr. Ezike, most likely indicating that [IDPH Employee 5] found no contracts and only found grants.

When asked about IDPH regulatory decisions, [IDPH Employee 3] stated that an example of a regulatory decision would be if an entity was trying to offer a new kind of service and IDPH had to approve or deny the request, or if a hospital was surveyed and IDPH identified that the hospital was not following a particular protocol. [IDPH Employee 3] stated he was not aware of any regulatory decisions involving Sinai or any of its subsidiaries from March 2021 to March 2022, but claimed that he does not have access to regulatory decisions, and the only way he is made aware of these kinds of decisions is if a case came to him in his capacity as the Chief ALJ. He also admitted that in the context of Dr. Ezike’s prospective employment inquiry, he did not go to any individuals at IDPH who handle regulatory or licensing functions as he was unsure who those individuals were. When asked if he ever gave an opinion to Dr. Ezike about whether only certain types of licensing and regulatory decisions should be considered or whether *any* licensing or regulatory decision could be prohibitive, [IDPH Employee 3] responded that at that time, he was of the opinion that “this was a very tricky issue” and that Dr. Ezike should seek out her own legal counsel because he was not in a position to give Dr. Ezike “full authoritative opinions of what could and could not be done.”

[IDPH Employee 3]’s Memorandum to File

³³ [IDPH Employee 3] acknowledged receiving a spreadsheet, possibly from [IDPH Employee 1], reflecting GATA listings for Chicago-area hospitals, which included a listing for Mount Sinai. The OEIG obtained a copy of this spreadsheet, which reflected it was created by [IDPH Employee 1] on February 10, 2022. [IDPH Employee 3] said other than looking at the spreadsheet, he did not use it because in his mind, contracts and grants were conceptually different things.

The OEIG reviewed [IDPH Employee 3]’s personal notes and his memorandum to file, dated February 12, 2022, and updated on March 15 and 18, 2022, regarding Dr. Ezike’s revolving door inquiries. The notes and memorandum described his discussions with Dr. Ezike, his thoughts, and the actions he took as a result of Dr. Ezike’s inquiries. The memorandum reflected that on February 9, 2022, Dr. Ezike contacted him by phone seeking information regarding the revolving door process, with the entire call lasting approximately 13 minutes. The memorandum said that during the call, Dr. Ezike indicated that she was interested in possibly working for a hospital after leaving IDPH, but she did not indicate which hospital or hospitals she was considering, nor did she provide any information as to whether she was actively considering leaving IDPH to work for a hospital. The memorandum also describes a subsequent 13-minute phone call between [IDPH Employee 3] and Dr. Ezike taking place on the afternoon of February 10, 2022, during which [IDPH Employee 3] advised how it might be possible to avoid the H-list prohibition if IDPH had not engaged in regulatory or licensing decisions against the prospective employer and had not entered into \$25,000 in contracts during the year prior to leaving State employment.

The memorandum also reflects that on March 15, 2022, Dr. Ezike called him with [IDPH Employee 6] to try to get a better understanding of how the H-list and its prohibitions worked. He states that he explained to Dr. Ezike that the H-list is more prohibitive than the C-list because it imputed any contract or regulatory or licensing decision to an H-list employee, even if that employee did not know about the decision, thus barring the employee from post-State employment for a year. The memorandum also reflects that during the call, he explained that there is no guidance to speak of with respect to H-list restrictions.

According to the memorandum, during the March 15th phone call, he, Dr. Ezike, and [IDPH Employee 6] discussed what would be encompassed within a regulatory or licensing decision and that [IDPH Employee 6] expressed his belief that the Ethics Act could not mean any licensing decision, due to the breadth of restriction that would result. According to his memorandum, he conveyed to Dr. Ezike and [IDPH Employee 6] that his reading of the Ethics Act was that the language referred to specific regulatory or licensing issues, and not the more “pro forma” types of regulatory or licensing issues.

His memorandum also reflects that during the March 15th call, he, Dr. Ezike, and [IDPH Employee 6] discussed whether the H-list prohibition applied to IDPH grants made to hospitals. His memorandum reflects that he communicated his belief to Dr. Ezike that the Ethics Act only refers to contracts and not grants. The memorandum reflects that Dr. Ezike and [IDPH Employee 6] asked him to look into Sinai, Lurie Children’s Hospital, and the Field Foundation, and that [IDPH Employee 3] emailed [IDPH Employee 5] to ask him whether IDPH had any contracts with these entities. According to the memorandum, [IDPH Employee 5] said IDPH had no contracts, and only grants with respect to Lurie and none with respect to Field Foundation. The memorandum reflects that [IDPH Employee 3] called Dr. Ezike on March 18, 2022 and left her a voicemail providing her with the contract information that was requested and advising Dr. Ezike that she should speak to an attorney who could provide her with specific guidance regarding revolving door restrictions.

H. Dr. Ezike's Employment With Sinai

March 14, 2022 was Dr. Ezike's official last day as Director of IDPH. Records reflect that after leaving State employment, Dr. Ezike continued to have discussions with Sinai and the executive search firm to settle on her start date, as well as employment contract signing and public announcement dates. An internal email from the Chair of the Sinai Executive Search Committee to Sinai administrators and the executive search firm, dated March 24, 2022, reported that the Chair spoke to Dr. Ezike and communicated an enhanced offer for a June 1 start date and also communicated to Dr. Ezike that Sinai could not accommodate a six-month waiver of salary. In a subsequent internal email, dated March 26, 2022, the Chair reported that there had been discussions with Dr. Ezike regarding a June start date and the public announcement of her joining Sinai. The Chair reported that Dr. Ezike wanted to leave more space from her March 14th departure date to announcement, suggesting April 14th (one-month post-departure) "to assure the appearances of doing the whole deal post 3/14." In a subsequent email on April 1, 2022, the Chair reported to Sinai administrators that in trying to persuade Dr. Ezike to agree to an earlier announcement and contract signing date, Dr. Ezike was "kind of stuck on having a month-long interval to avoid the suspicion of moving too quickly."

On April 11, 2022, Dr. Ezike sent an email to the Executive Inspector General, advising of her decision to accept employment with Sinai that week. In her email, she stated that her counsel advised her that there were no contracts, regulatory or licensing decisions related to Sinai that would invoke a prohibition under Section 5-45(h) of the Ethics Act, and as such, she could discuss employment with Sinai but could not engage in negotiations or accept employment until after she terminated employment with the State. Dr. Ezike also indicated that she spoke with IDPH's Ethics Officer, who advised her there were no regulatory or licensing decisions made by IDPH during the prior year, apart from a perfunctory renewal that every hospital received on December 31, 2021. Finally, she stated:

After my final day with the State, I began discussions and negotiation with Sinai for the position of Chief Executive Officer.

(emphasis added). Dr. Ezike also requested an opportunity to discuss if there were any concerns.³⁴

On April 13, 2022, Dr. Ezike signed an employment agreement to become Sinai's President and CEO for a period beginning June 13, 2022 and ending on July 1, 2025. The employment agreement listed an annual base salary of \$760,000; a discretionary target bonus opportunity of 40% of the annual base salary earned the previous fiscal year (minimum bonus 20% and maximum 60%); a sign on bonus of \$75,000; and other executive benefits, including 403b employer contribution and \$700 monthly car allowance. Records from Sinai reflect that as of November 21, 2022, Dr. Ezike received \$401,235.46 in total compensation, including a \$75,000 sign-on bonus.

³⁴ Section 5-45(h) does not include a provision for the OEIG to make a determination for H-list employees. A determination of whether an employee is restricted pursuant to 5-45(h) is based only on whether the agency contracted with, licensed, or regulated the prospective employer, information readily available to H-listers such as Dr. Ezike (unlike a C-list determination that requires a determination of whether the State employee's conduct was "personal and substantial" pursuant to 5-45(f)). Thus, the OEIG's General Counsel, on April 11th, informed Dr. Ezike that the OEIG does not make determinations for employees subject to the restrictions of section 5-45(h) and encouraged her to continue to consult with her counsel and her ethics officer with respect to this employment opportunity.

I. Interview Of Dr. Ezike

On November 16, 2022, the OEIG interviewed Dr. Ezike, who confirmed that she served as Director of IDPH from approximately January 31, 2019 until March 14, 2022. Dr. Ezike said that as Director of IDPH, she oversaw the 200 programs that protect the health and wellness of the residents of Illinois. She confirmed that she commenced employment with Sinai as the President and CEO on June 13, 2022.

IDPH Grant Agreements with Sinai

Dr. Ezike confirmed that IDPH enters into grant agreements with various entities, including hospitals and that, as Director of IDPH, she would have been involved in the approximately \$800 million to \$1 billion in grants awarded by IDPH in an overseeing capacity, meaning she was aware of IDPH grants and had to present a proposed budget before the Illinois General Assembly on where funding was going. Dr. Ezike stated that various offices within IDPH are involved in grants as there are different types of grants.

When asked about grants awarded to Sinai, Dr. Ezike said while she was Director of IDPH, she was aware that Sinai received millions of dollars in grants, explaining that she was aware that millions of dollars in federal safety net funding was appropriated to Sinai hospitals by the Illinois State Legislature. She clarified that IDPH had no involvement in determining who got this safety net funding or how much was awarded. After reviewing the relevant grant agreements, Dr. Ezike stated while serving as Director of IDPH, she was not aware that Sinai was awarded Asthma Grant Program and AIDS Drug Program funding in FY 2021 and FY 2022. She acknowledged that neither the Asthma Grant Program nor AIDS Drug Program were safety net grants.

IDPH Regulatory and Licensing Decisions Involving Sinai

Dr. Ezike confirmed that IDPH licenses and regulates hospitals through its Office of Health Care Regulation and that [IDPH Employee 4] would have been the person in that office overseeing licensing and regulatory matters. She said all health care facilities in the State of Illinois need to be licensed by IDPH on an annual basis and confirmed that IDPH licenses Sinai hospitals. However, she maintained that IDPH's licensure of Sinai hospitals did not amount to licensing decisions within the meaning of the Ethics Act. She explained that even though she did not fully understand what was involved with regard to the licensing process since she had never been personally involved, to her understanding, all that was required for licensure was Sinai's submission of certain paperwork and the appropriate fee.

Dr. Ezike also confirmed that IDPH ensures that health care facilities are meeting prescribed regulations through surveys and investigations. She acknowledged that IDPH supports CMMS and goes out on CMMS' behalf to ensure health care facilities are following regulations. She said that following a survey, depending on the findings and the type of infraction, a health care facility may be required to put together a corrective action plan and that there could be follow-up surveys as a result. Dr. Ezike said while she was Director of IDPH, she was not aware of any complaints, surveys, or any other regulatory action taken involving Sinai. She said that since joining Sinai, she has learned that Sinai has been the subject of multiple IDPH investigations for which corrective action plans had to be put in place. She acknowledged that some corrective action plans may have even been in place prior to her tenure with Sinai.

Ethics Training and Guidance Received by Dr. Ezike

Dr. Ezike acknowledged that she completed initial and annual ethics training, which discuss the revolving door provisions of the Ethics Act; that she was generally familiar with those revolving door provisions; and that she was aware that her position was considered an H-list position. She also acknowledged that the ethics training specified that certain positions, such as agency directors, were considered to be in H-list positions, though she did not recall anyone ever telling her about being on the H-list at the time she was considering the IDPH Director position.

Dr. Ezike stated she engaged an attorney in January 2022, while she was in the midst of a search for a new position outside of State government. She explained there were three opportunities she was considering, including the CEO position at Sinai, so she asked her attorney to look into contracts and regulatory and licensing decisions related to those three entities. She said she was advised by her attorney that there were no contracts, or regulatory or licensing decisions related to Sinai that would invoke a revolving door prohibition under subsection (h). She said she presumed her attorney would have spoken to individuals at IDPH to come to that determination, though she was unsure what her attorney actually did to come to that determination or whether her attorney spoke to any individuals at IDPH. She said that other than [IDPH Employee 3], she did not recall giving her attorney specific names of individuals to speak to at IDPH. However, Dr. Ezike acknowledged that based on what [IDPH Employee 3] conveyed to her, she shared with her attorney that there were not any contracts, or regulatory or licensing decisions with respect to Sinai.

Dr. Ezike said she also spoke with [IDPH Employee 3] because he was IDPH Ethics Officer at the time, and he informed her she was on the H-list.³⁵ Dr. Ezike said [IDPH Employee 3] informed her over the phone that there were licenses issued, which he termed as a “perfunctory matter,” but generally said that there were no issues with respect to any of the three entities. She stated she could not recall whether [IDPH Employee 3] provided this information before or after she left IDPH. She further stated [IDPH Employee 3] did not give her anything in writing, but he did leave her a voicemail message.

After her interview, Dr. Ezike, through her attorney, provided a copy of [IDPH Employee 3]’s recorded voicemail message to Dr. Ezike. In that recording, [IDPH Employee 3] states the following:

Basically, there are no contracts; there’s nothing that the department was involved in over the course of the past year. Sinai and Lurie have both received grants from the Department—pass-through for the most part—some federal money, so there’s [sic] that’s not going to be an issue, so I think as far as that goes, you’re alright. I would only reemphasize, going out and discussing your next steps with an attorney who can fully and completely represent you and provide you with like unfettered advice, which unfortunately, I am not in a position to do.

³⁵ Dr. Ezike acknowledged that [IDPH Employee 3] initially told her she had to go through the process of getting a revolving door determination as someone with C-list status, but he later corrected that she was on the H-list.

Dr. Ezike recalled that, after tendering her formal resignation to the Governor, she had a conversation with [Governor's Office Employee 1] regarding the Ethics Act. She stated she did not inform [Governor's Office Employee 1] of the Sinai opportunity even though at that point, she would have received an offer from Sinai and would have known it was a tenable opportunity. She acknowledged receiving an email from [Governor's Office Employee 1] on February 21, 2022, providing general information about revolving door and post- State employment restrictions.

Discussions Between Dr. Ezike and Sinai Regarding Prospective Employment

Dr. Ezike said a search firm had identified her as a candidate for the Sinai position around the end of 2021 or beginning of 2022. She acknowledged participating in three rounds of interviews. She clarified that the first-round interview, which occurred on approximately December 11, 2021, was not really a formal interview, but the second interview, which was conducted virtually on approximately January 11, 2022, consisted of her answering question after question, specific to the Sinai President and CEO position. She confirmed she participated in an in-person final round of interviews with a panel comprised of Sinai Board members approximately at the end of January 2022. During that final interview, she said the panel had questions about a strategic plan for Sinai. She also confirmed that she provided references for a background check that was to be conducted by a third party prior to receiving the official offer. She recalled shortly after that last round of interviews, a representative of the executive search firm notified her over the phone that she was the selected candidate for the Sinai President and CEO position and confirmed she received an offer letter, dated February 3, 2021. She added that she never signed the offer letter.

When asked if she had any discussions about the terms of the employment offer or whether she tried to counter any terms of the offer prior to being aware that she could not do so, Dr. Ezike stated she did not think she was “really negotiating.” With respect to the start date, she said Sinai wanted her to agree to an imminent start date, but she told them she wanted more time after leaving the State to “detox.” After reviewing the offer letter, which reflected a proposed March 14, 2022 start date, Dr. Ezike stated she communicated to the executive search firm representative that if she was going to take the role, there was no way she could start on March 14th because she had to be mindful that she was exiting the State in an appropriate way. She stated that she did not recall whether she had a discussion regarding a higher salary for this position before leaving State employment and that she did not believe there was much opportunity to even try to negotiate the salary because she was told that a consultant was used to arrive at the compensation. She said she believed that after she left State employment, she may have “pushed [on the salary] just to push,” and that there had been a discussion about the offered salary being “fair” and a “benchmarked salary.” Dr. Ezike maintained that at the time she received the offer letter, she was not aware of the restriction on negotiating employment with Sinai, as a lobbying entity, while employed with the State.

When asked if she verbally communicated that she would accept employment with Sinai but that she could not sign any document to that effect until after she left the State, Dr. Ezike stated, “that would have been the recommendation of counsel . . . when we became aware of the lobbying situation.” Asked multiple times if she ever verbally accepted the offer while still employed by the State, Dr. Ezike stated she believed both parties—she and Sinai—understood that she wanted the opportunity, but she “did not do anything to bind [her]self,” was intentional about “not committing,” and believed she never verbally told Sinai it was a “sure thing.” She said she

informed Sinai that the “real negotiations” could not take place until after she separated from the State.

During her interview, Dr. Ezike reviewed the February 16, 2022 email introducing her to Sinai’s HR Officer and indicating that the HR Officer would be following up with the employment agreement. She recalled receiving the email and speaking to the HR Officer over the phone. When asked again if she had verbally accepted the offer to become Sinai’s President and CEO, she stated she was not sure about when she got the “clearance” from her attorney and [IDPH Employee 3], and that nothing was binding until things were signed. She claimed that she learned about the Executive Order prohibiting State employees from negotiating employment with entities registered to lobby their State agency on approximately February 18, 2022, after being introduced to Sinai’s HR Officer, and acknowledged that she then notified Sinai about that prohibition via email.

Dr. Ezike acknowledged sending an email to the Executive Inspector General on April 11, 2022 regarding her then-prospective employment with Sinai. She stated that she worked with her attorney to write the email and that she reviewed the email for accuracy prior to sending. With respect to the declaration in her email that she “did not beg[i]n discussions and negotiations with Sinai” for the CEO position until after her final day with the State, she acknowledged she had discussions regarding employment with Sinai while still employed as Director of IDPH. Dr. Ezike stated once her attorney made her aware of the restrictions on negotiating employment with a lobbying entity while still employed with the State, she ceased discussions regarding the employment offer and “re-began” or “re-started” discussions after she separated from the State.

Dr. Ezike acknowledged she inquired about the possibility of getting a six-month waiver of salary from Sinai to avoid any further scrutiny about her accepting the employment opportunity. When asked if she informed Sinai that she wanted at least a one-month separation from leaving State employment to announce that she would be going to Sinai, she admitted that she wanted some time after leaving State employment so that all the attention on her could subside, and confirmed that a formal employment agreement with Sinai was not signed until April 13, 2022. According to Dr. Ezike, nothing could have been signed earlier because the parties still had not agreed on basic terms of the agreement, such as start date and benefits. Dr. Ezike acknowledged that there was an increase in the base salary and the sign-on bonus from the initial offer that Sinai presented to her but said she thought that increase was negotiated after she left State employment.

IV. ANALYSIS

A. Dr. Ezike Violated The Revolving Door “H-List” Provision Of The Ethics Act By Accepting Employment With Sinai

Pursuant to section 5-45(h) of the Ethics Act, certain high-level State employees, known as H-list employees, are prohibited, for one year after leaving State employment, from knowingly accepting employment with or receiving compensation or fees from an entity if that entity was a party to a State contract or contracts cumulatively valued at \$25,000 or more involving the employee’s State agency, or was the subject of a regulatory or licensing decision involving the

employee's State agency, during the year prior to leaving State employment.³⁶ For these H-list employees, this restriction applies "regardless of whether [the employee] participated personally and substantially in the award of the State contract or contracts" in question.³⁷ H-list positions include, in relevant part, "persons whose appointment to office is subject to the advice and consent of the Senate" and "the head of a department . . . within the government of this State."³⁸ As Director of IDPH—an agency head, appointed position that required Senate confirmation—Dr. Ezike was an H-list employee during her entire tenure of State employment. Records reflect that Dr. Ezike completed ethics training programs in 2019, 2020, and 2021, which notified her of the H-list revolving door restrictions; Dr. Ezike acknowledged completing initial and annual ethics training during her OEIG interview.

Conduct Prohibited by 5-45(h)

During Dr. Ezike's last year of State employment, there were six grant agreements with Sinai totaling over \$4.2 million, including \$4 million in statutorily provided safety net funding and over \$220,000 in project grant awards. While the Ethics Act does not define "contract," looking to Illinois common law, it is widely recognized that a contract simply requires an offer, acceptance, and consideration.³⁹ Further, Illinois courts have analyzed State grant agreements under contract law and have held that, provided an offer, acceptance and consideration are all present, a grant agreement is a contract.⁴⁰

The project grant agreements, which were over the \$25,000 threshold, plainly satisfy the elements of a contract. IDPH issued solicitations (NOFOs), formally calling for entities to submit grant applications, which were then reviewed based on the merits. The element of consideration is satisfied by the terms and conditions of the project grant agreements, whereby IDPH agreed to provide funding for various initiatives and Sinai agreed to use the funds to fulfill the purposes described in the grant agreements—namely to provide specified services in connection with the AIDS Drug Program and the Asthma Grant Program. Mutual assent to these terms and conditions is evidenced by the fact that each grant was signed in the name of the IDPH Director—in this case Dr. Ezike—and the then-President and CEO of Sinai.

³⁶ 5 ILCS 430/5-45(h).

³⁷ *Id.*

³⁸ *Id.* at (3)-(4).

³⁹ See, e.g., *People v. Dummer*, 274 Ill. 637, 640 (1916), *Steinberg v. Chi. Med. Sch.*, 69 Ill.2d 320, 329 (1977), *Melena v. Anheuser-Busch, Inc.*, 219 Ill.2d 135, 151 (2006).

⁴⁰ See e.g., *Malcolm Eaton Enters v. State*, 59 Ill. Ct. Cl. 216 (2007). In this case, a social service provider had a grant agreement with a State agency to provide community living services to mentally ill and developmentally disabled individuals. The grant agreement omitted certain terms, including the number of consumers assigned, the price, and how the price would be adjusted. *Id.* The court held that the grant agreement, together with the award letter that contained the missing material and essential terms, constituted a contract. This case establishes that a grant can be a contract if the required elements of a contract exist, even if they don't all exist in one document. *Thermalon Indus. v. U.S.*, 34 Fed. Cl. 411 (1995), is an example of a case at the federal level where the court wrote that the question of whether a grant fell within the limits of the Tucker Act, which gives the Court of Federal Claims jurisdiction over breach of contract claims, was to be answered based on "the standards traditionally applied by that court requiring a mutual intent to contract, including an offer, acceptance, and consideration." *Id.* at 419. The court also stated in that case that if "significant consideration passes to the government, a grant agreement cannot be characterized as a governmental gift or mere gratuity." *Id.* at 415. The common law definition of consideration is anything which is of benefit to one of the parties or a detriment or disadvantage to the other. *Worner Agency, Inc. v. Doyle*, 133 Ill. App. 3d 850, 856 (1985).

Furthermore, grant agreements such as these have historically been considered contracts for revolving door purposes. The EEC has consistently restricted non-H-list State employees from accepting post-State employment due to their participation in the award or fiscal administration of grant agreements and grants were also the basis for a revolving door determination in an OEIG founded report published by the EEC.⁴¹

In July 2021, well before Dr. Ezike engaged in employment discussions with Sinai, the EEC, applying the plain meaning rule of statutory construction, adopted a dictionary definition for “regulatory” within the context of revolving door provisions. In the *In re Jayaraj* decision, the EEC cites to the Cambridge Academic Content Dictionary declaring that “‘regulatory’ in this type of context means ‘relating to the activity of checking whether a business is working according to official rules or laws.’”⁴² The EEC further cites to the Dictionary.com definition, defining regulatory as “meaning ‘of or related to the control or direction of an activity by a set of rules, law, etc.’”⁴³

By this definition, IDPH made over ten regulatory decisions with respect to Sinai hospitals during Dr. Ezike’s last year of employment as IDPH Director. In each instance, IDPH was determining whether Sinai was in compliance with Medicare CoPs set forth in federal regulations. For example, during Dr. Ezike’s last year of employment, IDPH conducted complaint surveys and audits of Sinai hospitals, including Holy Cross and Schwab, and in some cases found that the hospitals were not in compliance with one of more CoP regulations and recommended termination of Medicare participation. These IDPH decisions were clearly “regulatory” under the revolving door provisions of the Ethics Act as interpreted by the EEC. In particular, non-H-list IDPH employees, including IDPH employees who participated in the inspection of health facilities and equipment, have been restricted from accepting employment from entities they inspected on the basis that these inspections were regulatory or licensing decisions and their participation in those inspections was personal and substantial.⁴⁴

⁴¹ See *In re Johnson*, 12-EEC-006 (May 24, 2012), *In re Lasker*, 12-EEC-006 (Mar. 15, 2012), *In re Bates*, 19-EEC-001 (July 19, 2018), *In re Mrozowski*, 14-EEC-002 (Aug. 26, 2013), and *In re Wasmer*, 20-EEC-005 (Apr. 16, 2020) (each concluding that the State employees were restricted from accepting employment with prospective employers due to the employees’ participation in the award of grant funds valued at more than \$25,000 to the respective employers during their last year of State employment). Similarly, in the published OEIG report, *In re Aleman*, Case No. 19-01254 (May 4, 2020), the OEIG determined that the former State employee violated the revolving door prohibition by accepting employment and receiving compensation from an organization she was personally and substantially involved in awarding grant funds to during her last year of employment.

⁴² *In re Jayaraj*, 21-EEC-005 (July 8, 2021) (internal citations omitted). In this case, the EEC agreed with the OEIG’s determination that inspections conducted by the appellant Environmental Protection Engineer II were regulatory in nature as they were conducted for the purpose of ensuring compliance with statute, regulation, and permit requirements or conditions.

⁴³ *Id.* The EEC did not define “licensing” in this or any other public revolving door decision, but following the same logic, the dictionary definition of the word is to permit or authorize a particular activity. See <https://www.merriam-webster.com/dictionary/license>. IDPH licenses hospitals, and during Dr. Ezike’s last year of employment, IDPH issued renewal licenses to Sinai hospitals that merely required payment of a license renewal fee if applicable, as distinguishable from the decision to issue an initial license or revoke a license.

⁴⁴ See e.g., *In re Clements*, 12-EEC-010 (May 10, 2012), *In re Inman*, 13-EEC-013 (Feb. 14, 2013), and *In re Esuerte*, 13-EEC-019 (Apr. 26, 2013) (concluding that IDPH health facilities surveillance nurses participated personally and substantially in a regulatory and licensing decision with respect to their respective prospective employers when they participated in inspections and surveys that affected their perspective employers during their last year of State employment); and *In re Wagle*, 13-EEC-002 (June 25, 2012) (concluding that an IDPH emergency medical services (EMS) coordinator participated personally and substantially in a regulatory or licensing decision that applied to her prospective employers when she inspected that employer’s ambulances during her last year of State employment).

Because Sinai was a party to State contracts with IDPH, and it was the subject of regulatory decisions by IDPH, Dr. Ezike was prohibited from accepting employment with Sinai for one year after leaving State employment pursuant to 5-45(h) of the Ethics Act.

Dr. Ezike's Lack of Disclosure

It is clear that Dr. Ezike was aware of potential revolving door issues. She received revolving door training as part of her annual Ethics Act trainings, and was either cautioned or reminded of those requirements by her CFO, the IDPH Ethics Officer, and the Governor's Office Ethics Officer. Dr. Ezike also hired her own lawyer in January 2022, to advise her on this issue. None of these State employees advised Dr. Ezike that she could go to work for Sinai. In her interview, however, Dr. Ezike suggested that she did not enter a contract with Sinai until she received "clearance" from [IDPH Employee 3], the IDPH Ethics Officer, and her personal lawyer.

The Ethics Act states that one of the duties of an Ethics Officer is to "provide guidance to officers and employees in the interpretation and implementation of [the Ethics] Act, which the officer or employee may in good faith rely upon."⁴⁵ At no point in the two conversations, and one phone message with Dr. Ezike, did [IDPH Employee 3] tell Dr. Ezike that she was "cleared" to work at Sinai. In the first conversation, no future employer was even provided to [IDPH Employee 3]. In the second conversation, which is corroborated by [IDPH Employee 3]'s notes, there was general discussion regarding the restrictions under section (h) of the revolving door provision. At the end of the conversation, Dr. Ezike asked [IDPH Employee 3] to look to see whether IDPH had *contracts* with three entities, including Sinai. In his voicemail, [IDPH Employee 3] told Dr. Ezike that there were no contracts and only grants were identified. He also advised her to acquire an attorney who could provide her with "unfettered" advice because he said he could not. These statements, on their face, do not amount to "clearance" to work for Sinai.

While [IDPH Employee 3] erred in stating that contracts do not include grant agreements,⁴⁶ [IDPH Employee 3] did not inquire, nor was he asked, and nor did he opine, on whether IDPH's regulatory actions with regard to Sinai restricted Dr. Ezike. To the contrary, his general guidance with respect to regulatory and licensing decisions (i.e., that the H-list prohibition applied to specific regulatory or licensing decisions), is consistent with the fact that IDPH made regulatory decisions with respect to Sinai. Furthermore, the Ethics Act requires that an employee's reliance on an Ethics Officer be in "good faith."⁴⁷ Dr. Ezike never told [IDPH Employee 3] who her future employer was, never asked him to confer with [IDPH Employee 4], nor did she make any request that he look into whether Sinai had been regulated by IDPH. Such actions demonstrate there was not "good faith" or an honest intent to find out whether the revolving door provisions applied to her.

⁴⁵ 5 ILCS 430/20-23(3).

⁴⁶ Section 20-23 of the Ethics Act states, "Such guidance shall be based, whenever possible, upon legal precedent in court decisions, opinions of the Attorney General, and the findings and opinions of the [EEC]." 5 ILCS 430/20-23(3). In this case, [DHS Employee 3] had served in the IDPH Ethics Officer in an acting capacity for the approximately five months prior to Dr. Ezike's separation from IDPH. While there is an appreciation for those who are new to the role of Ethics Officer, providing interpretation of the Ethics Act should be based on research of prior findings and opinions, or, at minimum, an inquiry to those that can provide assistance locating such precedent, including the Governor's Office Ethics Officer, the EEC, or the OEIG.

⁴⁷ See *DOT ex rel. People v. 151 Interstate Road Corp.*, 333 Ill. App. 3d 821, 842-43 (2nd Dist. 2002)(citing to Black's Law Dictionary, defining "good faith" as "[a] state of mind consisting in (1) honesty in belief or purpose, (2) faithfulness to one's duty or obligation, (3) observance of reasonable commercial standards, or (4) absence of intent to defraud or to seek unconscionable advantage."). See also *Glass v. Peitchel*, 42 Ill. App. 3d 240 (1st Dist. 1976),

Dr. Ezike had other opportunities to obtain guidance or advice but again chose to limit or color the information she gave. In order to make a proper revolving door analysis and opinion, it is essential to know if there were any contracts with, or regulating or licensing of, the future employer. Even if Dr. Ezike's lawyer opined that there were no restrictions regarding employment with Sinai, a personal lawyer's counsel does not nullify a State employee's revolving door obligations. Furthermore, such advice should be based on a full understanding of the pertinent facts. Dr. Ezike admitted that she did not know if her attorney inquired to anyone at IDPH regarding this factual issue, and she acknowledged only providing her lawyer the name of [IDPH Employee 3], even though [IDPH Employee 4] was the head of the IDPH division responsible for regulating and licensing hospitals for Dr. Ezike's entire tenure at IDPH. [IDPH Employee 4] denied getting any such inquiries. When Dr. Ezike talked with the Governor's Office Ethics Officer, she again did not provide the name of the entity she would be working for. Even though both [IDPH Employee 3] and [Governor's Office Employee 1] strongly suggested that Dr. Ezike obtain her own personal lawyer for this issue, Dr. Ezike did not offer that she had already done so months before or suggest they confer. Lastly, Dr. Ezike, with the assistance of her counsel, sent an email to the Executive Inspector General claiming to give an opportunity for the OEIG to raise any concerns of her future employment. Although the OEIG does not make pre-advisory determinations under section (h), this email—sent only two days before Dr. Ezike signed her contract with Sinai—did not include accurate information. In her interview, Dr. Ezike acknowledged that the email inaccurately claimed she began discussions with Sinai after she left State employment, when in fact discussions, negotiations, and acceptance had taken place during her State employment. The email also stated that [IDPH Employee 3] confirmed there were no “regulatory or licensing decisions made by IDPH during the prior year, apart from perfunctory renewal[s].” This is belied by [IDPH Employee 3]'s interview statements, his corresponding memorandum, and his voicemail, none of which included an opinion on Sinai's regulatory actions.

There is no doubt that Dr. Ezike played a critical role in guiding the State through the pandemic. However, a person's position or quality of service does not, nor should it, negate the applicability of governing rules and statutes. IDPH conducted specific regulatory checks of Sinai and its subsidiaries, resulting in recommendations and required compliance, throughout the year prior to Dr. Ezike departure from State employment. The evidence supports the OEIG's determination that there is reasonable cause to believe that Dr. Ezike violated the revolving door (h) provision of the Ethics Act by accepting employment with Sinai within a year of leaving State employment.

B. Dr. Ezike Violated Executive Order 15-09 When She Negotiated Employment With Sinai While Still Employed With IDPH

Executive Order 15-09 prohibits State employees from negotiating for employment or other compensation with any entity that is registered as a lobbyist or lobbying entity and has identified the employee's State agency on its then-current lobbyist or lobbying entity registration filed with the Secretary of State. One of the purposes of this Executive Order is to ensure that State employees are “adher[ing] to the highest standards of honesty, integrity, and impartiality in the conduct of their official duties” and “avoid[ing] conflicts of interest in both appearance and practice.”⁴⁸

where the court made is clear that in the context of evaluating whether to abate child support payments due to unemployment, a parent who sits idly and ignorant of potential job opportunities fails to show good faith.

⁴⁸ Exec. Order No. 15-09, 39 Ill. Reg. 1859 (Jan. 13, 2015).

Ethics training records reflect that upon her hire in 2019, Dr. Ezike was notified about these post-State employment restrictions under the Executive Order; she was reminded again about these restrictions in each subsequent ethics training—which she took as recently as November 1, 2021. Public records establish that Sinai is registered with the Secretary of State as a lobbying entity and lists IDPH as an agency Sinai intends to lobby.⁴⁹ As such, Dr. Ezike was prohibited from negotiating for post-State employment with Sinai while still employed by the State.

At law, the term “negotiate” has several meanings. Black’s Law Dictionary defines the term as “to communicate with another party for the purpose of reaching an understanding” and “to bring about by discussion or bargaining.”⁵⁰ Nowhere, however, in the definition is there a requirement that the parties actually sign an agreement to be considered a negotiation.

The evidence in this case shows that in late November 2021, Dr. Ezike began to explore becoming Sinai’s next President and CEO. Dr. Ezike hired an attorney in January 2022 to assist her in her venture for new employment. Based on records related to Sinai’s CEO search, and confirmed by a representative of the executive search firm in an interview with the OEIG, Dr. Ezike participated in three rounds of interviews before formally being offered the position on February 4, 2022. After receiving that initial offer, Dr. Ezike countered the offer, asking for a higher annual base salary and a later start date; Sinai then communicated its own counteroffer on February 14th. Dr. Ezike verbally agreed to become the next CEO of Sinai on or about February 15th, and the next day, she was introduced to Sinai’s HR Officer who would be handling the formal employment agreement. An internal email, dated February 20, 2022, from Sinai’s HR Officer to other Sinai administrators, shows that the HR Officer had already “been in talks with Dr. Ezike regarding the terms and language in the employment contract.”

Dr. Ezike’s insistence that the “real negotiations” did not occur, and that she did not do anything to bind herself or commit, until after her last day of State employment on March 14, 2022, is of little consequence. Dr. Ezike may very well have engaged in additional negotiations, and signed the contract, after she left State employment. Such actions, however, do not obviate the fact that email communications between Sinai administrators and the executive search firm, text messages, as well as interview statements from a representative of the executive search firm, demonstrate that she engaged in negotiations, including salary negotiations, and accepted employment with Sinai during a time she was the Director of IDPH.

For these reasons, the evidence supports the OEIG’s determination that there is reasonable cause to believe that Dr. Ezike violated Executive Order 15-09 when she negotiated employment with Sinai while still employed with IDPH.

⁴⁹ See <https://apps.ilsos.gov/lobbyistsearch/lobbyistsearch>.

⁵⁰ BLACK’S LAW DICTIONARY 1064 (8th ed. 2004). Black’s also includes a definition for “negotiate” related to negotiable instruments, which is not applicable here. See also *People ex rel. Metro. Chi. Nursing Home Ass’n. v. Walker*, 31 Ill. App. 3d 38, 41-42 (1st Dist. 1975). In that case, the Illinois Appellate Court references other cases that have construed the term “negotiate” to mean “[to] hold intercourse or treat with a view to coming to terms upon some matter, . . . to conduct communications or conferences,” [and] ‘to communicate or confer with another so as to arrive at the settlement of some matter.’” *Id.* (internal citations omitted).

V. FINDINGS AND RECOMMENDATIONS

Based on the evidence detailed above, the OEIG determines **THERE IS REASONABLE CAUSE TO BELIEVE THE FOLLOWING:**

- **FOUNDED** – Dr. Ezike violated the revolving door “H-list” provision of the Ethics Act by accepting employment with Sinai within a year of leaving State employment.
- **FOUNDED** – Dr. Ezike violated Executive Order 15-09 when she negotiated employment with Sinai while still employed with IDPH.

Because Dr. Ezike has already left State employment, the OEIG is not recommending any action by the Office of the Governor except to recommend the continued notice and education of newly appointed Directors regarding their revolving door obligations.

The OEIG will refer the revolving door matter to the Illinois Office of Attorney General to file a complaint with the Executive Ethics Commission.

The OEIG notes that although it did not find evidence that [IDPH Employee 3] intentionally gave Dr. Ezike incorrect advice regarding his opinion of whether grants are contracts, section 20- 23 of the Ethics Act provides that an Ethics Officer’s guidance is to be based on legal precedent in court decisions, EEC decisions, and Attorney General opinions. Given the important role that Ethics Officers play in navigating the revolving door process, the OEIG strongly recommends that the Office of the Governor continue to provide guidance to Ethics Officers, especially those who are new or in an acting capacity, regarding what constitutes due diligence when faced with revolving door questions.

No further action is necessary and this matter is considered closed.

Date: **February 21, 2023**

Office of Executive Inspector General
for the Agencies of the Illinois Governor
69 West Washington Street, Ste. 3400
Chicago, IL 60602

By: **Diana Villamil Zuver, #161**
Deputy Inspector General

Dan Bohaczyk, #114
Supervising Investigator