

Cook County Department of Public Health

Cook County Health & Hospitals System

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Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer

MEMORANDUM

To: Mayors, Village Presidents and Township Supervisors
From: Cook County Department of Public Health
Date: October 14, 2009
Re: Local Government Entity Memorandum of Agreement

Dear Chief Executive Officer:

As the region prepares for flu season and for the next wave of novel Influenza A (H1N1), the Cook County Department of Public Health (CCDPH) is planning to initiate a school-located vaccination campaign. This campaign represents an effort to reach children, since children and young people from age 6 months to 24 years have been identified as a priority group for vaccination against the H1N1 virus by the United States Centers for Disease Control and Prevention (CDC).

This is a major initiative and we cannot do it alone. If your governmental body employs licensed health professionals, such as nurses or Emergency Medical Technicians (EMTs), we ask that you consider assigning them to assist us as a vaccinator in our school and community based vaccination clinics, working under the direction of the Cook County Department of Public Health. Of course, any assignments that you agree to make would be contingent on your assessment of the availability of your personnel, considering the needs of your governmental body.

The use of EMTs as vaccinators is dependent upon an anticipated proclamation authorizing them to serve as vaccinators by the Illinois Department of Public Health. All vaccinators will need to review CCDPH Vaccinator Training Materials posted on the CCDPH website at www.cookcountypublichealth.org and participate in a just- in-time review and quiz regarding these materials at the vaccination site.

For your consideration, enclosed is a Memorandum of Agreement (MOA) between the Cook County Department of Public Health (CCDPH) and your Local Government Entity or Township to describe your assistance with a Public Health Vaccination Program directed by the CCDPH. If you are willing to assist CCDPH in this effort, please have a duly authorized official of your Local Government Entity: sign two (2) copies of the enclosed MOA with an original signature; complete the information requested in Section 8, Subsection I; complete Attachment A by listing the Health Providers you are willing to provide; and identify a Local Government Entity staffing coordinator we can contact to confirm the availability of your Health Providers. Please mail and fax the completed MOA to CCDPH at:

Attention: Christina Welter
Deputy Director
1010 Lake Street
Oak Park, Illinois 60301
Phone: (708) 492-2828
Fax: (708) 492-2130

If you choose to enter into the MOA, a CCDPH representative will contact you to determine the availability of your Health Provider staff to assist on specific dates and locations. We greatly appreciate your willingness to assist us in our efforts to protect the health of suburban Cook County residents and look forward to working with you.

**MEMORANDUM OF AGREEMENT
BETWEEN
LOCAL GOVERNMENT ENTITY
AND
COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
FOR PARTICIPATION IN THE 2009 CCDPH INFLUENZA A (H1N1) VACCINATION PROGRAM**

This **MEMORANDUM OF AGREEMENT** (“MOA”) is made and entered into by and between the County of Cook, through its Cook County Department of Public Health (“CCDPH”) and _____ (“Local Government Entity”) to describe Local Government Entity assistance with Public Health Vaccination Programs as follows:

RECITALS

WHEREAS, the County operates the CCDPH, a local health department certified by the Illinois Department of Public Health (“IDPH”) to serve all of suburban Cook County, Illinois except Evanston, Oak Park, Skokie and Stickney Township which are served by other IDPH-certified local health departments; and

WHEREAS, federal, state and local health authorities are responding to a pandemic of novel Influenza A (H1N1) to which the population has little or no immunity and will be administering vaccines to persons in priority groups identified by the United States Centers for Disease Control and Prevention (“CDC”) as being a greater risk; and

WHEREAS, the CCDPH will be conducting voluntary Influenza A (H1N1) vaccination programs in suburban Cook County including schools and other venues and locations; and

WHEREAS, Local Government Entity employs one or more Illinois-licensed Health Providers (“Health Providers”) as listed on Attachment A and is willing to assist in this public health response effort by assigning one or more of said Health Providers to assist the CCDPH to administer vaccinations;

NOW THEREFORE, in consideration of the terms, covenants and agreements set forth in this Agreement, the Parties agree as follows:

Section 1: Incorporation. The above recitals and Attachments A (List of Health Providers) and B (Business Associate Agreement) are incorporated into this MOA.

Section 2: Term and Termination. This MOA shall be effective upon execution by both Parties and shall expire after the conclusion of assignments of Health Providers to CCDPH Vaccination Program Sites or on March 31, 2010, whichever shall occur sooner. This MOA may be terminated by either party upon written notice.

Section 3: Overview of Program. Subject to the availability of its Health Providers, Local Government Entity agrees to assign one or more of its Health Providers, identified on Attachment A, to CCDPH Vaccination Program Sites on days and during time periods agreed upon by the parties in order to assist the CCDPH to administer vaccinations. Health Providers shall work under CCDPH direction and in accordance with CCDPH Policy protocols and Public Health Physician Standing Orders. The specific responsibilities of CCDPH and Local Government Entity shall be as set forth below.

Section 4: Responsibilities of Local Government Entity and CCDPH.

- A. **CCDPH Vaccination Training.** Local Government Entity shall require Health Providers to complete the CCDPH-approved Influenza A (H1N1) vaccinator training which shall include on-line training accessible through a link on the CCDPH website at www.cookcountypublichealth.org and may include additional live or paper-based training required to permit Health Providers to become familiar with CCDPH Policy Protocols, Standing Orders and Vaccination Clinic procedures. Local Government Entity agrees that assigned Health Providers shall have completed all required training.
- B. **Licensure and Absence of Criminal Background.** Prior to assigning a Health Provider to participate in a CCDPH Vaccination Clinic, Local Government Entity shall confirm that Health Provider possesses a current Illinois license in the health profession they practice as identified on Attachment A, a copy of which shall be maintained on file with Local Government Entity and made available to CCDPH upon request. Local Government Entity represents that prior to or after employment with Local Government Entity each Health Provider underwent a criminal background check which did not disclose any felony convictions. Local Government Entity shall, upon request, provide CCDPH with a copy of the current Illinois licenses of Health Providers who will be assigned to assist in CCDPH Vaccination Program Sites and the date of the most recent criminal background check.
- C. **CCDPH Staffing and Direction.** The CCDPH shall assign County staff to each CCDPH Vaccination Site, including a CCDPH Nurse who shall serve as Charge Clinician. A County physician shall be available either in person or by phone to the Charge Clinician during all CCDPH Vaccination Clinics. Additional County and non-County health providers and

trainees under direct Faculty supervision may also be present to assist CCDPH with vaccine administration. Health Providers shall be required to follow CCDPH Protocols, Standing Orders and medical direction at all times.

- D. Vaccination Records. Health Providers shall complete all required documentation of vaccination and shall provide all records to the CCDPH Charge Clinician.

Section 8: Miscellaneous. The following terms shall also apply to the parties with respect to this MOA:

- A. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No promises, terms, or conditions not recited, incorporated, or referenced herein shall be binding upon any party.
- B. Amendment and Assignment. This Agreement may not be amended or assigned without the written agreement of both parties.
- C. Relationship of the parties. Each party to this agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party with respect to the other or with respect to third parties, nor shall it be construed to create or increase liability of either party beyond that which is otherwise imposed upon it by law.
- D. No compensation. No compensation shall be payable by either party to the other as a result of the activities described in this agreement, nor shall any fee be charged in connection with the administration of Vaccines at CCDPH vaccination clinics.
- E. Confidentiality. CCDPH, Local Government Entity and Health Providers shall comply with all applicable laws relating to the confidentiality of health information generated, created or reviewed in connection with the CCDPH Fall 2009 H1N1 Vaccination Program. The Parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law. To the extent that the parties are deemed business associates, the terms of Attachment B, Business Associate Agreement, are incorporated herein.
- F. No Third Party Beneficiaries. The terms of the Agreement shall be binding upon and inure to the benefit of the parties only.
- G. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- H. Governing Law; Compliance with Laws. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The parties shall comply with all applicable laws.
- I. Notices. Any notices required to be given under this agreement shall be sent by U.S. Mail and by confirmed facsimile to:

Cook County Department of Public Health
Attention: Christina Welter, MPH, DrPH (c)
Chief, Planning Section
1010 Lake Street, Oak Park, Illinois 60301
(708) 492-2828

LOCAL GOVERNMENT ENTITY:
ADDRESS:
CONTACT PERSON:
TITLE:
PHONE:
FAX:

IN WITNESS WHEREOF, the Parties agree to the above terms and have caused this MOA to be signed by their duly authorized representatives:

LOCAL GOVERNMENT ENTITY

COUNTY OF COOK/COOK COUNTY DEPARTMENT OF PUBLIC HEALTH

Stephen A. Martin, Jr., Ph.D., M.P.H.
Chief Operating Officer
Cook County Department of Public Health

ATTACHMENT A
HEALTH PROVIDERS

1. The following types of Health Providers (HPs) may be assigned to CCDPH Vaccination Clinics to work under the direction of the CCDPH pursuant to this Memorandum of Agreement. The specific numbers, hours/dates and location assignments of Health Providers will be as mutually agreed upon by the Parties after the execution of the MOA.

Health Profession Category	Number of HPs in this Category
Physician (MD or DO)	
Physician Assistant	
Registered Nurse (RN)	
Licensed Practical Nurse (LPN)	
Advanced Practice Nurse (APN)	
Pharmacist	
Emergency Medical Technician-Basic	
Emergency Medical Technician-Intermediate	
Emergency Medical Technician-Paramedic	

2. Additionally, please identify a primary Local Government Entity contact for staffing purposes.

Primary Local Government Entity	
Staffing Contact:	
Address:	
Phone:	
Fax:	

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Attachment (“Attachment”) describes the obligations of the Cook County Department of Public Health (CCDPH/Covered Entity) and _____ (“Business Associate” or “Local Government Entity”) with respect to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated thereunder governing the privacy of individually identifiable health information (codified at 45 C.F.R. Parts 160 and 164) (hereinafter referred to as the “HIPAA Privacy Regulations”).

Article I. Business Associate Provisions

1.1. **Protected Health Information.** The Parties agree that Article I of this Agreement shall specify the terms and conditions governing the handling of protected health information (as defined by the HIPAA Privacy Regulations) provided by, or created or received by Local Government Entity when acting as a business associate of the Covered Entity (“Protected Health Information”).

1.2. **Services.** Pursuant to the Agreement, Business Associate shall provide services (“Services”) for or on behalf of Covered Entity that are encompassed within the definition of “business associate” under the HIPAA Privacy Regulations and that involve the use and/or disclosure of the Protected Health Information. Except as otherwise provided herein, Business Associate may make: (1) any and all uses and disclosures of the Protected Health Information necessary to perform its obligations under the Agreement; and (2) any use or disclosure of the Protected Health Information permitted under applicable law, including, but not limited to, 45 C.F.R. §164.512. Moreover, Business Associate may disclose the Protected Health Information: (1) to its subcontractors and agents in accordance with Section 1.9 below; and (2) as directed by Covered Entity.

1.3. **Additional Purposes for Use and Disclosure.** Notwithstanding Article I, Section 1.2 above and unless otherwise limited herein:

(1) Business Associate may use the Protected Health Information if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that any such use is permitted under applicable law; and

(2) Business Associate may disclose the Protected Health Information to third parties for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that: (a) the disclosure is required by law; or (b) Business Associate has obtained from the third party written assurance, which shall be available to Covered Entity upon request, that the Protected Health Information shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and that the third party shall immediately notify Business Associate, in writing, of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; and

(3) Business Associate may aggregate the Protected Health Information with such information of other covered entities which Business Associate has received or created in its capacity as a business associate of such other covered entities provided that the purpose of the aggregation is to provide Covered Entity with data analyses relating to Covered Entity’s health care operations; and

(4) Business Associate may de-identify the Protected Health Information provided that Business Associate satisfies the applicable provisions for de-identification under the HIPAA Privacy Regulations and provides Covered Entity with written documentation as required by said provisions and as may be specified by Covered Entity. Any such de-identified information shall not constitute Protected Health Information and shall not be subject to the terms and conditions of this Agreement regarding Protected Health Information.

1.4. **Limitations on Use and Disclosure.** Business Associate agrees not to use or further disclose the Protected Health Information other than as may be expressly permitted or required by this Attachment or as required by law. Business Associate further agrees not to use or further disclose the Protected Health Information in any manner that would violate the requirements of applicable law, including, but not limited to, the HIPAA Privacy Regulations, if done by Covered Entity.

1.5. **Privacy Notice.** Business Associate agrees to comply with Covered Entity’s then current notice of privacy practices (“Notice”) required by applicable law, including, but not limited to, the HIPAA Privacy Regulations, upon Business Associate’s receipt of a copy thereof.

1.6. **Appropriate Safeguards.** Business Associate agrees that it shall utilize physical, administrative and technical safeguards to ensure that the Protected Health Information is not used or disclosed in any manner inconsistent with this Attachment. Such safeguards shall include, but not be limited to: (1) establishing policies and procedures to ensure that any employee of Business Associate who does not have a reasonable need for the Protected Health Information in order to accomplish an authorized use or

disclosure is not given access to such information and that all employees of Business Associate whose services may be used to fulfill obligations under this Agreement are appropriately informed of the terms of this Agreement; and (2) disclosing to any agent, subcontractor or other third party and requesting from Covered Entity only the minimum Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

1.7. Report of Inconsistent Use or Disclosure. Business Associate agrees to report, in writing, to Covered Entity's privacy officer any use or disclosure of the Protected Health Information which is inconsistent with the terms of this Attachment and of which Business Associate becomes aware within one (1) business day of Covered Entity's discovery of such inconsistent use or disclosure, including, but not limited to, any discovery of an inconsistent use or disclosure by an agent or subcontractor of Business Associate.

1.8. Mitigation. Business Associate agrees to establish policies and procedures for mitigating, to the greatest extent practicable, any harmful effect from any inconsistent use or disclosure of the Protected Health Information which Business Associate is required to report to Covered Entity pursuant to this Attachment.

1.9. Agents and Subcontractors. Business Associate agrees to enter into a written contract with any agent or subcontractor to which Business Associate provides or makes available the Protected Health Information and agrees that such contract shall obligate Business Associate's agent or subcontractor, as applicable, to abide by the same terms and conditions with respect to use and disclosure of the Protected Health Information as are recited in the Attachment. Business Associate further agrees that Covered Entity shall be named an intended third party beneficiary of each such contract with respect to the enforcement and enjoyment of the benefits of such terms and conditions.

1.10. Protected Health Information Access. Business Associate agrees to make available and to provide access to the Protected Health Information to Covered Entity, the individual to whom any such Protected Health Information relates or the individual's authorized personal representative in response to a request for access by the individual (or the individual's authorized personal representative) in accordance with applicable law, including, but not limited to, 45 C.F.R. §164.524. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall provide Covered Entity with a copy of any Protected Health Information so accessed.

1.11. Protected Health Information Amendment. Business Associate agrees to make available the Protected Health Information for amendment and to incorporate any amendment to the Protected Health Information requested by the individual to whom any such Protected Health Information relates or the individual's authorized personal representative or as directed by Covered Entity in accordance with applicable law, including, but not limited to, 45 C.F.R. §164.526. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall provide Covered Entity with a copy of any Protected Health Information so amended.

1.12. Protected Health Information Accounting. Business Associate agrees to make available the information required to provide an accounting of disclosures of the Protected Health Information to Covered Entity, the individual to whom any such Protected Health Information relates or the individual's authorized personal representative in response to a request for such accounting by the individual (or the individual's authorized personal representative) in accordance with applicable law, including, but not limited to, 45 C.F.R. §164.528. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall provide Covered Entity with a copy of any such accounting so provided.

1.13. Secretary's Access to Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of the Protected Health Information available to the Secretary of Health and Human Services ("Secretary") or the Secretary's designee for the purposes of determining Covered Entity's compliance with the HIPAA Privacy Regulations. Business Associate shall immediately notify Covered Entity of its receipt of such request and shall provide Covered Entity with a copy of any such materials so accessed.

1.14. Covered Entity's Access to Books and Records. Business Associate agrees to make its books, records, agreements, policies and procedures with respect to its performance hereunder available to Covered Entity, upon prior written request during normal business hours, for the purposes of determining Business Associate's compliance with this Attachment.

1.15. Protected Health Information Return/Destruction. Notwithstanding anything to the contrary in the Agreement, upon the termination of this Agreement (or termination of Covered Entity's or Business Associate's participation thereunder), Business Associate shall return all Protected Health Information to Covered Entity and shall retain no copies of the Protected Health Information in any form. Covered Entity may request, in writing, that Business Associate destroy all Protected Health Information, including any copies of the Protected Health Information in any form, upon termination of the Agreement rather than returning the Protected Health Information to Covered Entity. Upon Business Associate's destruction of all Protected Health Information, including any copies of the Protected Health Information in any form, Business Associate shall certify in writing to Covered Entity that it has done so. Business Associate agrees to recover any Protected Health Information in the possession of its agents or subcontractors and to return or destroy such Protected Health Information, as applicable. If the return or destruction of all Protected Health Information is

not feasible upon termination of the Agreement, then Business Associate shall explain in writing, directed to Covered Entity's privacy officer, why such return or destruction is not feasible. Business Associate agrees that, in that case, it shall extend its obligations under this Attachment to protect any Protected Health Information retained after the termination of the Agreement and shall limit any further use or disclosure to the purposes which make return or destruction of the Protected Health Information infeasible.

1.16. Covered Entity Responsibilities. With respect to the use and disclosure of the Protected Health Information by Business Associate, Covered Entity agrees to: (1) inform Business Associate of any changes in the Notice and to provide Business Associate with a copy of the current Notice; (2) inform Business Associate of any change in or revocation of any consent or authorization provided to Covered Entity by individuals pursuant to applicable law, including, but not limited to, the HIPAA Privacy Regulations and which is applicable to Business Associate; and (3) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Privacy Regulations, that may impact in any manner the use or disclosure of the Protected Health Information by Business Associate under this Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any Protected Health Information as permitted by the HIPAA Privacy Regulations.

1.17. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

1.18. Ownership. The Protected Health Information shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information as a result of this Attachment.

1.19. Waiver. No forbearance or neglect on the part of Covered Entity nor Business Associate to enforce or insist upon any of the applicable provisions of this Agreement shall be construed as a waiver of Covered Entity's or Business Associate's rights hereunder unless it is in writing and signed by a duly authorized officer of Covered Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar to or a waiver of any right or remedy as to subsequent events.

Article II. General Provisions

2.1. Change of Law. The Parties agree to negotiate in good faith any modification of this Attachment that may be necessary or required to ensure consistency with any amendment to or change in applicable law, including, but not limited to, the HIPAA Privacy Regulations.