

**MEMORANDUM OF AGREEMENT BETWEEN
COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
DAYCARE CENTER OWNER
FOR THE CCDPH FALL 2009 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”) with primary offices located at 1010 Lake Street, Oak Park, Illinois 60301, and the Daycare Center Owner identified in Section 5H of this MOA, as the owner and operator of the daycare center identified in Section 5 H of this MOA (“Daycare Center”) a daycare center licensed by the Illinois Department of Children and Family Services, to describe the responsibilities of the parties in connection with the CCDPH Fall 2009 H1N1 Daycare Center Vaccination Program for children and eligible staff of licensed daycare centers within suburban Cook County (“CCDPH Daycare Vaccination Program”) as follows:

RECITALS

WHEREAS, Daycare Center is an Illinois-licensed daycare center that operates within suburban Cook County and provides supervisory, educational and recreational programs to enrolled children; and

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 another IDPH-certified local health department; and

WHEREAS, the influenza that typically occurs during “flu season” is referred to as “seasonal influenza” and is a very significant illness, resulting in more than 36,000 deaths each year in the United States alone, despite some level of immunity in the population due to prior experience by individuals with the strains of influenza that are circulating in a given season and due to seasonal influenza vaccinations; and

WHEREAS, federal, state and local health authorities are responding to an outbreak of novel H1N1 influenza in the United States which began in Spring 2009; and

WHEREAS, the seasonal influenza vaccine that is presently available does not include vaccine against the novel H1N1 influenza; and

WHEREAS, the population has little or no immunity to protect itself against illness caused by the novel H1N1 influenza virus, meaning that many more people are at risk from the novel H1N1 virus than are at risk from seasonal influenza and meaning further, that many more people may become severely ill and/or die from influenza caused by the novel H1N1 virus in comparison with seasonal influenza viruses; and

WHEREAS, the groups that have been prioritized by the United States Centers for Disease Control and Prevention (CDC) for vaccination against the H1N1 virus (“priority groups”), based upon information available from the early stages of the present outbreak, include children and young people from age 6 months to 24 years, persons caring for infants under 6 months of age, pregnant women, healthcare workers, and persons with certain health conditions placing them at higher risk for complications from novel H1N1 influenza; and

WHEREAS, the federal government has secured supplies of vaccine against the H1N1 virus to help reduce the number of cases of H1N1 influenza, thereby protecting vaccinated individuals and reducing the number of persons likely to spread the virus, and is making the H1N1 vaccine and related supplies (collectively “Vaccine Supplies”) available to state and local public health departments and health providers for distribution and administration to members of the public; and

WHEREAS, while many persons in the priority groups for vaccination will choose to receive vaccine through private health providers, it is anticipated that the vaccinations provided by these health providers will need to be supplemented in order to permit rapid vaccination allowing development of immunity by large numbers of persons; and

WHEREAS, it is currently believed that two doses of the H1N1 vaccine, administered at least 21 days apart, are required to confer immunity against the H1N1 virus in children; and

WHEREAS, the CCDPH expects to receive a share of Vaccine Supplies and, subject to the availability of sufficient supplies, personnel resources, and the priorities established in conjunction with state and federal health authorities, is willing to work cooperatively with Daycare Center and its Nurse Consultant to provide Vaccine Supplies and direction to the Nurse Consultant who may vaccinate children enrolled in Daycare Center whose parents or guardians consent to have them vaccinated at Daycare Center and, subject to the availability of Vaccine Supplies and to the then existing priority categories established for H1N1 vaccination, may also offer vaccinations to Daycare Center employees who have signed consents to be vaccinated;

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

Section 1: Incorporation of Recitals. The above recitals are incorporated into this MOA.

Section 2: Term. This MOA shall be effective upon execution by both parties and shall expire upon completion of the CCDPH Daycare Vaccination Program, or on March 31, 2010, whichever shall occur later. This MOA may be terminated by either party for any reason upon advance written notice.

Section 3: Overview of the Program. Daycare Center may arrange for its Nurse Consultant, who shall first sign the CCDPH Daycare Nurse Consultant agreement, to administer the H1N1 vaccine to children enrolled at the Daycare Center whose parents or guardians submit written consent for such vaccinations. Depending upon the availability of Vaccine Supplies and then existing priority groups, the Nurse Consultant may also administer H1N1 vaccine to Daycare Center employees who submit written consents for vaccination. The CCDPH Daycare Vaccination Program shall be directed by CCDPH, which is working in cooperation with the Cook County Department of Homeland Security and Emergency Management (CCDHSEM) and other applicable authorities in carrying out a response to a pandemic of novel H1N1 influenza. The vaccine shall be offered at no charge. The specific responsibilities of CCDPH and Daycare Center shall be as set forth below.

Section 4: Responsibilities of Daycare Center and CCDPH

- A. **Instructions.** All Daycare Centers participating in the CCDPH Daycare Vaccination Program shall be required to remain up to date with and fully comply with CCDPH Instructions for Daycare Centers and Nurse Consultants participating in the CCDPH Daycare Vaccination Program (“Instructions”), which shall be posted on line at www.cookcountypublichealth.org and may be updated on this website from time to time. Daycare Center shall continue to check periodically these Instructions until at least March 31, 2010 in case there are updated Instructions pertaining to follow up activities. These Instructions and any updates to the Instructions shall be incorporated into this MOA as if fully set forth. To the extent such Instructions may vary from the provisions of this MOA, the Instructions shall apply.
- B. **Distribution and Collection of CCDPH Materials.** After signing this MOA and after its Nurse Consultant and, if applicable, the Agency that employs its Nurse Consultant has submitted a signed Daycare Nurse Consultant Agreement to the CCDPH, Daycare Center shall download (from the CCDPH website at www.cookcountypublichealth.org), print, duplicate and distribute a copy of the CCDPH Daycare Center Information and Consent Packet to the parent or guardian of each enrolled

child and to Daycare Center employees. Daycare Center shall collect, safeguard and maintain the confidentiality of such materials once completed by the parent or guardian and/or Daycare Center employee. Daycare Center shall collect the completed consent forms, verify the name and signature of the parent or guardian who completes and signs the consent form and shall provide this completed documentation to its Nurse Consultant for review prior to the administration of the H1N1 Vaccine. During the term of this MOA, CCDPH may provide Daycare Centers with additional documentation (in electronic or hardcopy form) for duplication and distribution to parents, guardians and Daycare Center employees if CCDPH deems further dissemination to be necessary in carrying out the CCDPH Daycare Vaccination Program. Daycare Center shall be responsible for checking the CCDPH website periodically and following the Instructions for Daycare Centers including instructions for the downloading, printing duplication and distribution of additional documents if required. For children, the H1N1 Vaccine may require two (2) separate doses administered at least 21 days apart to confer immunity against the H1N1 virus. As such, prior to the administration of each dose of the H1N1 Vaccine, a separate signed written consent form must be completed by the parent or guardian of an enrolled child and by Daycare Center employees. The CCDPH may require that Daycare Center obtain a signed release of information authorization in addition to this consent.

- C. Provide Information to CCDPH. After collecting the completed consent forms and in accordance with CCDPH Instructions, Daycare Center shall provide to CCDPH an estimate of the volume of Vaccination Supplies that may be needed by Daycare Center's Nurse Consultant. Whenever possible, such information shall be provided in electronic form by e-mail to the designated CCDPH Daycare Vaccination Program Coordinator identified in the Instructions posted on the CCDPH website.
- D. Vaccine Supplies; Designated Daycare Center Coordinator. The CCDPH may need to pre-position Vaccine Supplies at the Daycare Center prior to the scheduled dates for the H1N1 Vaccine Program. CCDPH may also need to arrange to pick up unused Vaccine Supplies, completed original paperwork, and medical waste containers after the dates scheduled for vaccination sessions at Daycare Center. Daycare Center shall designate, in writing, a representative ("Daycare Center Vaccine Coordinator") who shall assume responsibility for the receipt, proper storage and security of the Vaccine Supplies, original paperwork, and medical waste containers while these items are on site at the Daycare Center, in accordance with CCDPH Instructions for Daycare Centers posted at www.cookcountypublichealth.org. Daycare Center shall indicate the name, title, work phone and cell phone and/or pager number for this person and a delivery location for Vaccine Supplies in Section 5H of this MOA. The Daycare Center Vaccine Coordinator shall sign the appropriate CCDPH Chain of Custody Form in order to account for the whereabouts of Vaccine Supplies and documentation at all times. Daycare Center shall not sell, re-deliver or transfer any Vaccine Supplies to any other person, entity or agency.
- E. Assistance with Vaccination Sessions. On the dates scheduled for Daycare Center's vaccination sessions, and in accordance with CCDPH Policy Protocols and the Public Health Physician Standing Order for Administration of H1N1 Vaccine, Nurse Consultant shall provide vaccinations for enrolled children whose parents or guardians have given written consent for vaccination and also to Daycare Center employees who are eligible to be vaccinated and have submitted signed consent forms. Daycare Center personnel shall maintain order and ensure that enrolled children whose parent or guardian submitted written consents to have them vaccinated are identified individually to the Nurse Consultant prior to being vaccinated. Daycare Center shall provide appropriate space in a separate room for the Nurse Consultant to perform the tasks required to administer the vaccinations and shall set up the room with tables and chairs in accordance with CCDPH Instructions. Daycare Center shall encourage and, if CCDPH Instructions so indicate, shall require parents or guardians to remain with their children during vaccination. Daycare Center shall ensure that a child whose parent or guardian has declined vaccination or has not consented in writing to have their child vaccinated is not brought into the room where the Nurse Consultant is administering vaccinations.

- F. Paperwork. Daycare Center shall make two (2) copies of the original Record of Vaccine Administration. Daycare Center shall distribute the Record of Vaccine Administration and copies as follows: the original Record of Vaccine Administration shall be returned to CCDPH, one copy shall be retained by Daycare Center in the child's health record, and one copy shall be immediately transmitted by Daycare Center to the vaccinated child's parent or guardian. If vaccination is offered to Daycare Center employees, the original Record of Vaccine Administration shall be returned to the CCDPH, a copy shall be retained in a confidential employee health file by the Daycare Center and a copy shall be immediately given to the employee. In the event any paperwork is misplaced in transit, Daycare Center shall, upon request of CCDPH, furnish a set of copies of the Record of Vaccine Administration for all Vaccines administered at Daycare Center.
- G. Return of Supplies; Submittal of Vaccination Records. After the completion of each vaccination session, Daycare Center, or the Nurse Consultant on behalf of Daycare Center, will contact CCDPH to arrange for the return or disposal of any remaining Vaccination Supplies. The Daycare Center Vaccine Coordinator shall ensure that the unused Vaccine Supplies, the original completed paperwork, and medical waste containers shall be retained in a safe and secure storage location in accordance with refrigeration and other specifications provided by CCDPH pending the arrival of CCDPH Vaccine Transport Services. Upon the arrival of CCDPH Vaccine Transport Services, these items and storage locations shall be made available to CCDPH within a reasonably prompt time.
- H. CCDPH Policy Protocols and Standing Order. CCDPH shall issue Policy protocols and the Public Health Physician Standing Order for Administration of H1N1 Vaccine which will provide direction to the Nurse Consultant regarding the administration of the Vaccine at Daycare Center.
- I. Follow Up Reporting. On the day(s) when vaccination sessions are conducted at Daycare Center, Daycare Center shall instruct its personnel to observe vaccinated children for signs of illness and to promptly report any such signs to a parent or guardian so that medical care can be obtained, if needed. If the Nurse Consultant is on site, Daycare Center shall also inform him or her of any observed signs of illness. In addition, Daycare Center shall refer parents and guardians to direct any follow up inquiries or reports of illness following vaccination to the agencies, persons and telephone numbers identified on the CDC Vaccine Information Statements that are included in the CCDPH Daycare Packet of materials provided by CCDPH to Daycare Center or in accordance with updated Instructions to Daycare Centers posted at www.cookcountypublichealth.org.
- J. Clean Up. Daycare Center or the Nurse Consultant shall be responsible for sanitizing the hard surfaces, restoring the area used for the vaccination sessions after the completion of each scheduled session, and for proper storage of all containers used to dispose of biological waste generated during the vaccination sessions in accordance with CCDPH Daycare Center Program Instructions posted at www.cookcountypublichealth.org.
- K. Confidentiality. The parties shall comply with all applicable laws relating to the confidentiality of health information generated, created or reviewed in connection with the CCDPH Daycare Center Vaccination Program. The parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

Section 5: Miscellaneous. The following terms shall also apply 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. Contingency. This Agreement is contingent upon adequate availability of Vaccine Supplies and Personnel and sufficiency of demand, as determined in the sole discretion of the CCDPH, and upon

the continued prioritization by the CDC of young children for vaccination against the novel H1N1 virus.

- C. Assignment; Amendment. This Agreement may not be assigned by either party and may not be amended except upon the written agreement of both parties.
- D. 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.
- E. No Third Party Beneficiaries. The terms of this Agreement shall be binding upon and inure to the benefit of the parties only.
- F. Severability. If any covenant, condition, provision, or term of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, and terms of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.
- G. Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
- H. Notices and Contact Information. Any notices required to be given to the parties under this agreement shall be sent by U.S. Mail and by confirmed facsimile to:

Attention: Debbie Brooks, RN, MS
Coordinator, CCDPH Daycare Vaccination Program
Mailing Address: 1701 South First Avenue, 1st Floor; Maywood, IL 60153
Phone: 708-786-4000
Fax: 708-786-4001
Email: dbrooks@cookcountygov.com
Cell Phone: 708-906-1821
Pager: 312-400-1231

**NOTICE TO LICENSED DAYCARE CENTER:
ALL OF THE FOLLOWING INFORMATION MUST BE PRINTED CLEARLY OR TYPED.
IF AN ITEM IS NOT APPLICABLE, MARK "NOT APPLICABLE" IN SPACE PROVIDED.**

NAME OF LICENSED DAYCARE CENTER:

ADDRESS: _____

PHONE: _____

FAX: _____

NAME OF LICENSED DAYCARE CENTER OWNER:

ADDRESS: _____

PHONE: _____

FAX: _____

NAME OF DESIGNATED DAYCARE CENTER VACCINE COORDINATOR:

TITLE OF DAYCARE CENTER VACCINE COORDINATOR:

PHONE:

CELL PHONE:

ADDITIONAL AFTER HOURS CONTACT PHONE:

NAME OF DAYCARE CENTER NURSE CONSULTANT:

ADDRESS:

PHONE:

CELL PHONE:

FAX:

NAME OF AGENCY EMPLOYING DAYCARE CENTER NURSE CONSULTANT, IF APPLICABLE:

ADDRESS:

PHONE:

CELL 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:

DAYCARE CENTER OWNER

**COUNTY OF COOK/COOK COUNTY
DEPARTMENT OF PUBLIC HEALTH**

Print Name:
Print Title:

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