

**MEMORANDUM OF AGREEMENT BETWEEN  
COOK COUNTY DEPARTMENT OF PUBLIC HEALTH  
AND  
NURSE CONSULTANT  
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 with the Individual nurse identified in Section 5H of this MOA and the agency which employs said nurse, also identified in Section 5H of this MOA (collectively “Nurse Consultant”), which Nurse Consultant provides consulting services to the licensed Daycare Center which is located within areas of suburban Cook County served by the CCDPH and identified in Section 5H of this MOA (“Daycare Center”), 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**, Nurse Consultant provides consultation services to Daycare Center as provided for under applicable standards of the Department of Children and Family Services governing the Daycare Center; and

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

**WHEREAS**, federal, state and local public health authorities are responding to an outbreak of novel H1N1 influenza in the United States which began in the Spring of 2009; 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 season influenza vaccinations; 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 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 agreement 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 H1N1 Vaccination Program at Daycare Centers, or on March 31, 2010, whichever shall occur later. This MOA may be terminated by either party upon advance written notice.

**Section 3: Overview of the Program.** The CCDPH Daycare Vaccination Program permits Nurse Consultant to administer H1N1 vaccine provided by the CCDPH to children enrolled at Daycare Center whose parents or guardians submit written consents for such vaccination in accordance with CCDPH Policy Protocol and the Physician Standing Order. Depending upon the availability of Vaccine Supplies and the priorities established at the time, Nurse Consultant may also administer H1N1 vaccine to employees of Daycare Center who submit written consents for vaccination. The CCDPH Daycare Center 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 the CCDPH and Nurse Consultant shall be as set forth below.

**Section 4: Responsibilities of Nurse Consultant and CCDPH**

- A. **Instructions.** All Nurse Consultants participating in the CCDPH Daycare Vaccination Program shall be required to remain up to date with and comply fully 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](http://www.cookcountypublichealth.org) and may be updated on this website from time to time. Nurse Consultant shall review all Instructions periodically 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.** Pursuant to a separate MOA between Daycare Center and CCDPH, Daycare Center shall be responsible for designating a Daycare Center Vaccine Coordinator and for downloading, duplicating, distributing and collecting the CCDPH Daycare Center Information Packet and Consent, for providing information to CCDPH regarding the estimated volume of Vaccination Supplies that may be needed by Nurse Consultant, and for making arrangements with the CCDPH for the delivery and storage of Vaccine Supplies prior to the date of all vaccination sessions conducted at Daycare Center. The H1N1 Vaccine may require two (2) separate doses administered at least 21 days apart to confer immunity in children against the H1N1 virus. Only one dose may be required for adults. Prior to the administration of each dose of the H1N1 Vaccine, Nurse Consultant shall ensure that he/she receive a separate signed written consent form from the parent or guardian of an enrolled child and from eligible Daycare Center employees requesting to be vaccinated.
- C. **CCDPH Vaccination Training.** Nurse Consultant shall complete the CCDPH H1N1 vaccination training. This training may consist of live training sessions and/or reading materials. Training for Nurse Consultants may be provided on line at [www.cookcountypublichealth.org](http://www.cookcountypublichealth.org). Nurse Consultant agrees that he/she shall not administer Vaccine until he/she has completed the required training as set forth in the posted Instructions.

- D. Certification. Nurse Consultant certifies that he/she is a licensed R.N., duly authorized to practice nursing in Illinois and has not been convicted of a felony. Nurse Consultant shall attach a copy of his or her current Illinois nursing license to this MOA prior to signature.
- E. 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 to enrolled children whose parent or guardian has given written consent for vaccination and to Daycare Center employees who have submitted signed written consent forms and are eligible to be vaccinated. Nurse Consultant shall verify the identity of each child and confirm that a signed consent has been submitted for that child before undertaking to vaccinate the child. Similarly, if Daycare Center employees are vaccinated, Nurse Consultant shall first confirm that they have signed a written consent form. Nurse Consultant shall fully complete the Record of Vaccine Administration for each vaccination administered. Nurse Consultant shall encourage parents or guardians to remain with their children during vaccination and, if required in an Instruction issued by the CCDPH, may require that parents or guardians remain during vaccination of their child. Nurse Consultant shall prohibit children whose parent or guardian has not consented in writing to have their child vaccinated from entering the room where Nurse Consultant is administering vaccinations.
- F. Return of Supplies; Transmittal of Vaccination Records. After the completion of each Vaccination Session, Nurse Consultant shall provide all original Records of Vaccine Administration to Daycare Center. Pursuant to a separate MOA between Daycare Center and CCDPH, Daycare Center shall be responsible for the duplication and distribution of the Record of Vaccine Administration and post-vaccination information.
- G. CCDPH Policy Protocols and Standing Order. In addition to training materials and/or sessions, CCDPH shall issue CCDPH 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 H1N1 vaccine.
- H. Follow Up Reporting. On the day(s) when vaccination sessions are conducted at Daycare Center, Nurse Consultant shall provide guidance to Daycare Center personnel in the event they observe signs of illness in vaccinated children. Any such signs shall be reported promptly to a parent or guardian so that medical care can be obtained, if needed. If the Nurse Consultant is on site, he or she shall confirm any observed signs of illness and assist in communicating with parents or guardians. In addition, Nurse Consultant and 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 provided by CCDPH in its CCDPH Daycare Center Program Instructions posted at [www.cookcountypublichealth.org](http://www.cookcountypublichealth.org).
- I. Clean Up. Daycare Center, or Nurse Consultant acting on behalf of Daycare Center, shall be responsible for sanitizing the hard surfaces, restoring the area used for the Vaccine Program after the completion of each scheduled session, and for proper disposal of all biological and hazardous waste generated as a result of the Vaccination Program in accordance with CCDPH instructions for participating Daycare Centers which shall be posted at [www.cookcountypublichealth.org](http://www.cookcountypublichealth.org). Nurse Consultant shall be responsible for checking this website periodically and following the posted instructions.
- J. Confidentiality. The parties shall comply with all applicable laws relating to the confidentiality of a child's 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.

**Section 5: Miscellaneous.** The following terms shall also apply with respect to the H1N1 Vaccination Program described in 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. This Agreement may be amended only upon the written agreement of both parties.
- C. Assignment. This Agreement may not be assigned by either party.

- 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 the 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. Any notices required to be given under this agreement shall be sent by U.S. Mail and by confirmed facsimile to:

**NOTICE TO COOK COUNTY DEPARTMENT OF PUBLIC HEALTH:**

Attention: Debbie Brooks, RN, MS  
 Coordinator, CCDPH Daycare Vaccination Program  
 Mailing Address: 1701 South First Avenue, 1<sup>st</sup> 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:  
(IF NOT APPLICABLE, WRITE "NOT 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:

**NURSE CONSULTANT:**

**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

**EMPLOYER OF NURSE CONSULTANT:  
(Employer must sign unless Nurse Consultant is self-employed)**

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