

**MEMORANDUM OF AGREEMENT BETWEEN
SCHOOL DISTRICT [REDACTED]
AND
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
FOR THE CCDPH FALL 2009 H1N1 VACCINATION PROGRAM**

This **MEMORANDUM OF AGREEMENT** (“MOA”) is entered into between School District [REDACTED] (“School District”) as the owner and operator of the Schools located within suburban Cook County and listed on Attachment A (individually referred to as “School” and collectively as “Schools”) and the Cook County Department of Public Health (“CCDPH”), to describe the responsibilities of those Schools designated by School District to participate in the CCDPH Fall 2009 H1N1 Vaccination Program of school children within suburban Cook County, as follows:

RECITALS

WHEREAS, the School District operates one or more Schools within suburban Cook County which provide educational programs to enrolled students in grades pre-K through 12 or some subset thereof (“Students”); 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 those areas served by another IDPH-certified local health department; and

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

WHEREAS, H1N1 is a novel virus, meaning that the population has little or no immunity to protect itself against illness caused by the virus; and

WHEREAS, the age groups that appear to be most impacted by the H1N1 virus, based upon information available from the early stages of the outbreak, are children and young people up to age 24; and

WHEREAS, the federal government has secured supplies of vaccine against the H1N1 virus to help reduce the number of cases of H1N1 virus, 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, the CCDPH expects to receive a share of Vaccine Supplies and, subject to the availability of sufficient supplies and personnel resources and the priorities established in conjunction with state and federal health authorities, is willing to work cooperatively with School District and its Schools to conduct an H1N1 Vaccination Program to offer and provide vaccination to Students whose parents or guardians consent to have them vaccinated at School and, subject to the availability of Vaccine Supplies and to the then existing priority categories for H1N1 vaccination, may also offer vaccinations to School staff and School nurses who have signed consents to be vaccinated;

NOW THEREFORE, in consideration of its receipt of Vaccine Supplies from the CCDPH, the parties agree as follows:

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

Section 2: Term and Termination. This MOA shall be effective upon execution by both parties and shall expire upon completion of the H1N1 Vaccination Program at School, or on March 31, 2010, whichever shall occur later. This MOA may be renewed upon written agreement of the parties in the event H1N1 vaccination programs continue to be undertaken during subsequent school years. This MOA may be terminated by either party upon advance written notice.

Section 3: Overview of Program. Subject to the availability of sufficient quantities of Vaccine Supplies, the priority groups that are identified for vaccination by state and federal health authorities, the availability of resources to support the program, and sufficient interest from School families, CCDPH may conduct an H1N1 Vaccination Program at School on one or more days as agreed upon by CCDPH and School. The program shall be directed by CCDPH, which is working in cooperation with the Cook County Emergency Management Agency (CCEMA) and other applicable authorities in carrying out a response to a pandemic of H1N1 influenza. The School shall duplicate and distribute documentation provided by the CCDPH to School families. School shall collect the completed documentation and provide it to the CCDPH vaccinators and shall identify to the CCDPH vaccinators those Students whose parent or guardian has submitted a signed consent to have their Student vaccinated. The CCDPH shall assign one or more CCDPH vaccinators to administer vaccine to Students whose parents or guardians have submitted signed consents to have their Students vaccinated. If School District employs School nurses, these individuals shall assist the CCDPH to carry out the Vaccination Program in the Schools under CCDPH direction. CCDPH vaccinators may also provide vaccinations to School staff and School nurses who have signed consents to be vaccinated, subject to adequate Vaccine Supplies and provided these individuals fall within the then existing priority categories for H1N1 vaccination. The vaccine shall be offered at no charge. The specific responsibilities of the CCDPH and the School shall be as set forth below.

Section 4: Responsibilities of CCDPH. The CCDPH shall:

- A. Provide written information including public health information and guidance concerning the H1N1 virus and vaccine and a consent to vaccination form to School for duplication and distribution by School to School families.
- B. Schedule one or more dates on which CCDPH shall assign one or more CCDPH vaccinators to administer vaccine in accordance with CCDPH Protocols and the Public Health Physician Standing Order for Administration of H1N1 Vaccine.
- C. Provide Vaccine Supplies to be used by CCDPH vaccinators in administering vaccine to School Students.
- D. If a School Nurse has been identified to assist CCDPH, provide direction and training to the School Nurse with respect to the administration of vaccine to Students in accordance with CCDPH Protocols and the Public Health Physician Standing Order for Administration of H1N1 Vaccine.
- E. Make available the Record of Administration of Vaccine with respect to each Student who is vaccinated for duplication by the School for its records and for immediate transmittal of one copy by School to the vaccinated Students' parents or guardians (CCDPH to retain the originals after duplication).
- F. Create and maintain a record of vaccines administered as part of the Vaccination Program.
- G. Sanitize the hard surfaces in the areas where vaccine was administered and secure the removal and disposal of all medical waste generated as part of the Vaccine Program from the School premises.
- H. Designate CCDPH vaccinators who may be Cook County Health and Hospitals System health providers (including CCDPH nurses), School Nurses, Municipal Nurses, members of the Cook County Medical Reserve Corps, health professionals in training working under the supervision of licensed personnel, or other health professionals identified by authorities to administer vaccinations and who shall conduct vaccination activities under CCDPH protocols, the Public Health Physician Standing Orders and under the direction of an on site lead CCDPH clinician.

Section 5: Responsibilities of School. The School shall:

- A. Duplicate and transmit to School families written information, guidance and consent forms provided by CCDPH.
- B. Collect and organize completed and signed CCDPH consent forms returned to School by School families.

- C. Schedule dates on which CCDPH vaccinators may administer Vaccine to School Students whose parent or guardian has submitted signed consent forms and, if applicable, to School nurses and School staff subject to then existing priority categories and the availability of sufficient Vaccine Supplies and personnel.
- D. Schedule Students for vaccination at times and intervals on these dates.
- E. Accept delivery of Vaccine Supplies and assume responsibility for the safe and secure storage of the Vaccine Supplies in accordance with refrigeration and other specifications provided by the CCDPH.
- F. Following the Vaccine Program, retain in a safe and secure location in accordance with refrigeration and other specifications provided by CCDPH the unused Vaccine Supplies, as well as the original completed paperwork and medical waste containers, pending the arrival of CCDPH Vaccine Supply Transport Services to pick them up; make these items and areas available within a reasonably prompt time when CCDPH Transport Services arrive for pick up.
- G. Verify the name and signature of the parent or guardian who completes and signs the CCDPH Consent Form for Vaccination of Student and provide the original signed forms to the CCDPH vaccinator at the time of vaccination.
- H. Designate an appropriate area for the Vaccine Program, set up the area/room with tables and chairs in accordance with CCDPH instructions, and make responsible staff available to maintain order and to identify Students to CCDPH vaccinator(s) prior to the administration of Vaccine to Students whose parents or guardians have submitted signed consent forms.
- I. If School District Nurses are available to assist CCDPH, require School Nurses to complete the CCDPH H1N1 vaccination training and assign the School Nurses to assist the CCDPH vaccinator(s) in administering vaccine to Students in accordance with direction provided by CCDPH and pursuant to CCDPH Protocols and the Public Health Physician Standing Order for Administration of H1N1 Vaccine.
- J. Duplicate (two copies each) the record of vaccine administered to each Student, return the original to the CCDPH, retain a copy in the Student's School Health records, and transmit a copy immediately to the vaccinated Student's parent or guardian.
- K. Direct any follow-up inquiries from vaccinated Students' parents or guardians in accordance with instructions provided by CCDPH.
- L. Restore the area (tables and chairs) used for the Vaccine Program after the completion of the scheduled sessions and sanitizing of hard surfaces by CCDPH.

Section 6: Vaccine Supplies. The CCDPH may need to pre-position Vaccine Supplies at the School prior to the scheduled dates for the Vaccine Program, and will need to leave and arrange to pick up unused Vaccine Supplies, completed original paperwork, and medical waste containers after the scheduled dates for the Vaccine Program at School. In this event, School shall designate in writing a representative who shall assume responsibility for the proper storage and security of the Vaccine Supplies, original paperwork, and medical waste containers while these items are on site at the School in accordance with CCDPH instructions and shall provide the CCDPH with a telephone number for this person and a delivery location for Vaccine Supplies. The School representative shall sign the appropriate CCDPH Chain of Custody Form in order to account for the whereabouts of Vaccine Supplies and documentation at all times.

Section 7: Confidentiality. The parties shall comply with all applicable laws relating to the confidentiality of Student 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 8: Miscellaneous. The following terms shall also apply with respect to the Vaccine 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:

Cook County Department of Public Health
 Attention: Regional Emergency Response Coordinator
 1010 Lake Street, Oak Park, Illinois 60301
 Phone: (708) 492-2828
 Fax #1: (708) 492-2660
 Fax #2: (708) 492-2133

SCHOOL DISTRICT [REDACTED]
 ADDRESS:
 NAMES OF OFFICIAL POINTS OF CONTACT:
 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:

SCHOOL DISTRICT [REDACTED]

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

