

Cook County Department of Public Health

1010 Lake Street Oak Park, IL 60301
708.492.2000 • TDD 708.492.2002

Cook County Bureau of Health Services

Todd H. Stroger
President
Board of Cook County Commissioners

Robert Simon, M.D.
Interim Chief
Bureau of Health Services

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

February 5, 2008

Dear President Stroger and Commissioners:

The following intergovernmental agreement is being forwarded to this honorable body for consideration and approval:

The Chief Operating Officer of the Cook County Department of Public Health respectfully request authority to enter into and execute an intergovernmental agreement between Cook County on behalf of its Board of Health and Cook County Department of Public Health, Lake County on behalf of its Board of Health and the Lake County Health Department and Community Health Center, and the Barrington Community Unit, School District 220.

This agreement provides for the planning and implementation of an emergency public health clinic by the Cook County Department of Public Health within facilities owned by Barrington Community Unit School District 220 which are located within the jurisdiction of the Lake County Department of Public Health. Such a clinic would only be activated in the event of a public health emergency, and would be used for programs such as the distribution of pharmaceuticals or the administration of vaccines. This agreement would allow the Cook County Department of Public Health to serve areas of Cook County that are near the border of Lake County by using facilities within Lake County, and to work collaboratively with a neighboring jurisdiction to accomplish efficient planning to serve the populations of both counties.

The proposed agreement is for a period of one year, and renews automatically unless either party gives at least ninety (90) days notice of its intention to terminate.

Thank you for your consideration.

Sincerely,



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

SAM/af

Enclosure

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 06 2008

COM _____



Public Health
Prevent. Promote. Protect.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF COOK, COUNTY OF LAKE
AND
BARRINGTON COMMUNITY UNIT, SCHOOL DISTRICT 220**

This Intergovernmental Agreement ("Agreement") is entered into by and between the County of Cook, a body corporate and politic ("Cook County"), for and on behalf of the Cook County Board of Health and the Cook County Department of Public Health ("CCDPH"), and the County of Lake, a body corporate and politic ("Lake County"), for and on behalf of its Board of Health and the Lake County Health Department and Community Health Center ("LCHD/CHC"), and Barrington Community Unit, School District 220 ("District 220") and is effective on the date of full execution by an authorized signatory of each party.

WHEREAS, the CCDPH is the local public health authority serving all of Cook County, Illinois, with the exception of Chicago, Evanston, Skokie, Oak Park and Stickney, each of which is served by its own certified health department; and

WHEREAS, the CCDPH conducts various public health activities for the benefit of persons residing within its jurisdiction in Cook County; and

WHEREAS, the LCHD/CHC is the local public health authority for all areas within Lake County and conducts various public health activities for the benefit of persons residing in Lake County; and

WHEREAS, an essential function for both CCDPH and LCHD/CHC under both State law and County ordinance is the detection, investigation, control and prevention of communicable disease; and

WHEREAS, the Illinois Department of Public Health has requested that local public health authorities in Illinois prepare for potential public health emergencies, including situations requiring the distribution of medications and vaccines to the public, in order to protect the public's health; and

WHEREAS, the CCDPH, the LCHD/CHC and other local public health authorities in Illinois are planning in response to the potential need to distribute medications and vaccines to the public through the operation of emergency public health clinics ("Clinics") and are identifying locations ("Sites") which may be utilized for such Clinics, depending upon the nature of the public health emergency; and

WHEREAS, the CCDPH wishes to arrange for the use of a Site to operate a Clinic to serve certain areas in Northwestern Cook County (the "Cook County Service Area") and LCHD/CHC wishes to arrange for the operation of a Clinic to serve certain areas of Southwestern Lake County (the "Lake County Service Area"); and

WHEREAS, District 220 operates Barrington High School ("the Facility"), which is located in Lake County within the jurisdiction of the LCHD/CHC; and

WHEREAS, the Facility has been identified by the CCDPH and the LCHD/CHC as a suitable Site for the operation of a Clinic serving residents of the Cook County Service Area and the Lake County Service Area (collectively, the "Combined Service Areas"); and

WHEREAS, District 220 operates the Facility and is willing to permit CCDPH to utilize a portion of the Facility as a Site for a Clinic; and

WHEREAS, LCHD/CHC and CCDPH desire to share their jurisdictional responsibilities by permitting CCDPH to operate a Clinic at a portion of the Facility serving residents of the Combined Service Areas; and

WHEREAS, Lake County and Cook County are willing to authorize the CCDPH and the LCHD/CHC to share their jurisdictional responsibilities for this purpose;

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual agreements hereinafter set forth, the CCDPH, LCHD/CHC and District 220 hereby agree to the following:

I. INCORPORATION OF PREAMBLES AND RECITALS

The above preambles and recitals are hereby incorporated into and made part of this Agreement.

II. TERM

The term of this Agreement shall be for one (1) year commencing as of the date both parties have signed this Agreement and shall renew automatically for one year periods thereafter. Any party may provide written notice to the others at least ninety (90) days prior to the expiration of the relevant annual period encompassed by this Agreement that the party wishes to terminate its participation in this Agreement.

III. DEFINITIONS

Clinical Activities shall mean those public health functions performed at Site by the CCDPH or by volunteers working at the direction of the CCDPH in its response to a Public Health Emergency. Clinical Activities include, but are not limited to, physical assessments, epidemiological investigations, dispensing or administration of drugs or medicines including vaccines, and minor medical treatments.

Public Health Emergency shall mean an occurrence or imminent threat of an illness or health condition that (a) is believed to be caused by (i) bioterrorism; (ii) the appearance of a novel or previously controlled or eradicated infectious agent or biological toxin; (iii) a natural disaster; (iv) a chemical attack or accidental release; or (v) a nuclear attack or accident; and (b) poses a high probability of (i) a large number of deaths in the affected population; (ii) a large number of serious or long-term disabilities in the affected population; or (iii) widespread exposure to an infectious or toxic agent that poses a significant risk of substantial future harm to a large number of people in the affected population.

IV. JURISDICTIONAL AGREEMENT

Pursuant to this Agreement, CCDPH shall be authorized to utilize a portion of the Facility, more specifically identified in Exhibit A, attached hereto and incorporated herein by reference, as a Site for a Clinic (the "Site") and to this extent, to conduct public health activities within Lake County or Cook County serving residents within the Lake County Service Area and the Cook County Service Area in the event of a Public Health Emergency. This Clinic may serve residents of both Cook County and Lake County including, but not limited to, residents of Barrington, Barrington Hills, Deer Park, Inverness, Fox River Grove, Fox River Valley Gardens, Kildeer, Lake Barrington, North Barrington and Tower Lakes. The CCDPH shall direct the operations of the Clinic. The LCHD/CHC, School District 220, Cook County and Lake County may assign available volunteers or employees to assist CCDPH in the operation of this Clinic.

V. CONSIDERATION

All parties agree that this Agreement provides for cooperation in conducting Clinical Activities for the benefit of the public. Except to the extent that emergency reimbursement may be available for services performed during an emergency, no compensation shall be payable by any party to the other as a result of any activities conducted pursuant to this Agreement. No financial obligation shall be imposed on any party by reason of this Agreement.

VI. USE OF SITE

District 220 agrees to allow the CCDPH to use the Site, together with reasonable parking, ingress and egress, in order to conduct Clinical Activities in response to a Public Health Emergency as defined in this Agreement.

A. Responsibility for Clinical Activities. The County shall be responsible for the performance of Clinical Activities at the Site by CCDPH and its employees. Lake County shall be responsible for the performance of Clinical Activities at the Site by LCHD/CHC and its employees. All volunteers shall work under the direction of the CCDPH or the LCHD/CHC and the emergency services and disaster agency of the respective county.

B. Availability of Site. In the event the use of the Site pursuant to this Agreement is required, District 220 shall make the Site available to CCDPH to the maximum extent possible. However, CCDPH acknowledges that the Site may be in use for other purposes and agrees that it shall endeavor to minimize disruption of the activities regularly scheduled to occur at the Site. CCDPH shall use its best efforts to provide as much advance notice as is feasible with regard to its need for the use of the Site.

C. Furniture and Equipment. CCDPH may use the facilities and equipment available at the Site in conducting Clinical Activities including, but not limited to, tables, chairs, communication and office equipment, refrigerators and restrooms. CCDPH shall provide any furniture, medications, supplies, and equipment it requires that are not available at the Site.

D. Safety and Security. When utilizing the Site pursuant to this Agreement, CCDPH may arrange for police protection as may be available from local law enforcement agencies including, but not limited to, Barrington/ Inverness Police Department and Lake County Sheriff's Department.

E. Removal of Waste, Site Alterations. CCDPH shall remove from the Site all hazardous medical waste generated by the Clinical Activities conducted by CCDPH. CCDPH shall not make any alterations to the Site without the written approval of District 220.

F. Compliance with Laws and Regulations. In using the Site, CCDPH agrees to abide by all applicable state and local laws.

VII. LIABILITY

It is understood and agreed that each party to this Agreement is responsible for the activities of its employees and agents. It is the intent of the parties that no party to this Agreement shall be liable for any negligent or wrongful act chargeable to the other. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the others or against third parties. It is intended by the parties that available immunities apply to the activities described in this Agreement to the maximum extent permitted by law.

VIII. INSURANCE

Each party shall maintain its respective insurance or self-insurance programs. In the event of a claim for wrongful or negligent conduct, each party shall bear the cost of its own defense.

IX. LIAISON DESIGNATION AND RESPONSIBILITIES

CCDPH, LCHD/CHC, and District 220 shall designate in writing one or more representatives as a primary liaison and alternative liaisons authorized to act on their behalf to plan for and facilitate the implementation of this Agreement and to provide and receive information pursuant to this Agreement.

X. NOTICES

All notices shall be in writing, sent by certified mail, return receipt requested, with proper postage pre-paid, shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

TO COOK COUNTY:

Stephen A. Martin, Jr., Ph.D.
Chief Operating Officer
Cook County Department of Public Health
1010 W. Lake Street, Suite 300
Oak Park, IL 60301

TO LAKE COUNTY:

Suzi Schmidt
Lake County Board Chairman
18 N. County Street
Waukegan, IL 60085

and

Dale W. Galassie, M.A., M.S.
Executive Director
Lake County Health Department and Community Health
Center
3010 Grand Ave.
Waukegan, IL 60085

TO DISTRICT 220:

(*Note to District 220: Please insert this information)

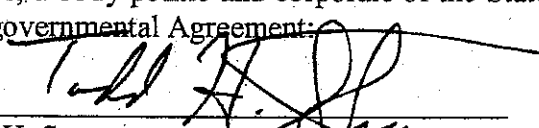
All notices shall be effective upon their receipt by the entities and persons to whom they are directed.

XI. ENTIRE AGREEMENT; AMENDMENT

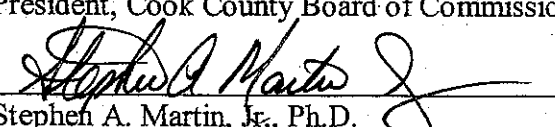
This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between the parties regarding the subject matter hereof. This Agreement shall not be amended except by written agreement of the parties. The Chief Operating Officer of CCDPH shall be authorized to enter into amendments to this Agreement on behalf of the County, provided that no such amendment may result in the imposition of any payment obligation upon the County without the approval of the Cook County Board of Commissioners.

IN WITNESS WHEREOF, the parties have hereunder affixed their respective hands and seals on the day and year below written.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:



Todd H. Stroger
President, Cook County Board of Commissioners



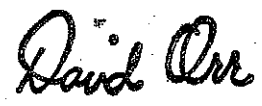
Stephen A. Martin, Jr., Ph.D.
Chief Operating Officer, Cook County Department of Public Health

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 06 2008

COM _____


ATTEST:



Dated: _____

David Orr
Cook County Clerk
January 22, 2008

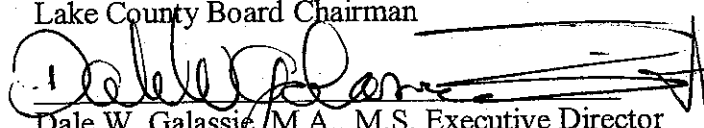
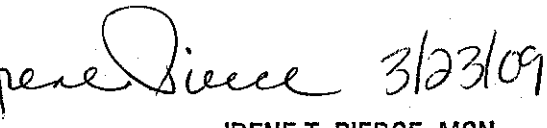
Approved as to form:



Assistant State's Attorney

LAKE COUNTY EXECUTION: The undersigned, on behalf of the County of Lake, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

Suzi Schmidt
Lake County Board Chairman

  3/23/09
Dale W. Galassie, M.A., M.S. Executive Director
Lake County Health Department and Community Health Center

IRENE T. PIERCE, MSN
EXECUTIVE DIRECTOR

ATTEST:


Willard R. Helender, Lake County Clerk

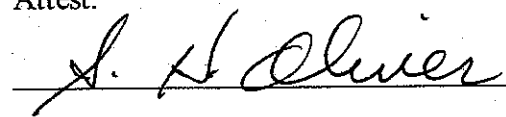
Dated: _____

Approved as to form:

Assistant State's Attorney

DISTRICT 220 EXECUTION: The undersigned, on behalf of the Illinois Public School District 220, a _____ of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement: a body politic and corporate



Attest:


Dated: January 29, 2008

Approved as to form:

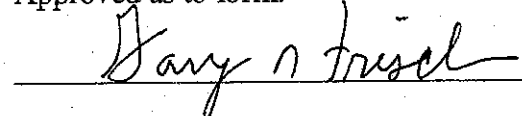


EXHIBIT A

Areas to be used for dispensing of pharmaceuticals at Barrington High School:

Parking Lots

Command Post S298

Staff Entrance N910

Staff Break Area N901

Loading Dock (unload pharmaceuticals)

Storage Area (pharmaceuticals) Kitchen & Possibly Greenhouse

Client Entrance Doors 19, 20, 21

Client Waiting Area Main Gym

Medication Dispensing Area Hallway by Main Gym