

SITE USE AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203

This **Site Use Agreement (“Agreement”)** is made and entered into between the County of Cook, an Illinois body politic and corporate, through its **Cook County Health and Hospitals System**, doing business as **Cook County Health**, on behalf of its **Cook County Department of Public Health (“CCDPH”)**, and the **Board of Education of New Trier Township High School District 203 (“Entity”)**, as the owner of the Site(s) stated in Exhibit A.

RECITALS

WHEREAS, CCDPH, an instrumentality of Cook County, with primary offices located at 7556 Jackson Blvd., Administrative Office, Forest Park, IL 60130, is the local public 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, Entity is a unit of government, a school district, a nonprofit organization organized and operating under the laws of the State of Illinois, with its principal place of business located at 7 Happ Road, Northfield, IL 60093; and

WHEREAS, Entity owns the building and grounds located at Site(s) listed in Exhibit A; and

WHEREAS, CCDPH wishes to arrange for the use of multiple locations throughout suburban Cook County for possible use in performing Clinical Activities in response to a Public Health Emergency; and

WHEREAS, an effective response to a Public Health Emergency may require the cooperative efforts of many individuals and entities, both governmental and private, including, but not limited to, local public health departments, health providers, local law enforcement, fire departments, municipalities, local government entities, school districts, colleges and universities; and

WHEREAS, Entity agrees to permit CCDPH to use Site for the performance of Clinical Activities as defined herein in response to a Public Health Emergency.

NOW, THEREFORE, in consideration of the foregoing recitals, as well as the mutual agreements hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, Entity and CCH/CCDPH hereby agree as follows:

I. INCORPORATION OF RECITALS

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

II. TERM AND TERMINATION

Term. This Agreement shall be effective upon execution by both parties and shall expire one (1) year from date of execution. This Agreement shall renew automatically for one (1) year periods for up to four (4) subsequent one (1) year periods.

A. Termination. Any Party wishing to terminate this Agreement shall provide no less than thirty (30) days advance written notice to the other Party; provided, however, CCDPH may terminate this Agreement immediately in the event (i) National Guard personnel are recalled from the Site, as applicable, or (ii) notice from the State of Illinois that it will cease supplying CCDPH with COVID-19 vaccine; and Entity may terminate this Agreement immediately if it determines in its sole discretion that the continuation of the Clinical Activities present a safety hazard for Entity’s employees or

students. In the event of immediate termination by either Party, the Parties shall immediately wind-down operations and shall not incur additional expenses beyond the date of the termination, except where expressly agreed upon by the Parties in writing. Any expenses incurred prior to the date of termination, which have not been previously invoiced, shall be submitted as a final invoice consistent with subsection IV(D), below. Wind-down activities shall not exceed 48 hours from the time of notification of immediate termination.

- B. **Immediate Termination.** Notwithstanding the Termination provision set forth in section II(B) above, either Party may immediately terminate this Agreement related to legislative, funding, governmental and/or other administrative factors.

III. **DEFINITIONS**

- A. **"Clinical Activities"** shall mean those public health functions performed at Site by CCDPH in response to or in preparation for a public health related event. Clinical Activities may include, but are not limited to, physical assessments, epidemiological investigations, minor medical treatments, and the dispensing or administration of medications and vaccinations, including medications and vaccinations made available under an Emergency Use Authorization.
- B. **"Emergency Use Authorization"** shall mean a mechanism to facilitate the availability and use of medical countermeasures, including vaccines, during a declared Public Health Emergency. Under an Emergency Use Authorization, the Food and Drug Administration ("FDA") may allow the use of unapproved medical products, or unapproved uses of approved medical products in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions when certain statutory criteria have been met, including that there are no adequate, approved, and available alternatives.
- C. **"Program Participant"** shall mean those individuals who are eligible to receive the Clinical Activities under the terms of this Agreement and present at Site.
- D. **"Public Health Emergency"** shall mean the actual or anticipated threat of harm to the public's health and safety due to the exposure or potential exposure to hazardous biological, chemical, or radiological agent(s) or other emerging public health threat(s). Public Health Emergency shall include, but not limited to, instances in which a disaster has been declared by governmental authorities.
- E. **"Site"** shall mean the physical location, designated and specifically described in Exhibit A, attached here and made a part hereof. Entity agrees to permit CCDPH to use the Site in performing Clinical Activities in response to a Public Health Emergency.

IV. **RESPONSIBILITIES OF CCDPH**

- A. **Responsibility for Clinical Activities.** CCDPH shall be responsible for the performance and oversight of all Clinical Activities at the Site.
- B. **Furniture, Supplies, Medication and Equipment.** CCDPH shall provide any furniture, medications, supplies, and equipment necessary to conduct its Clinical Activities at the Site that are not available at the Site.
- C. **Safety and Security.** If necessary, when utilizing the Site pursuant to this Agreement, CCDPH, after receiving Entity's consent, may arrange for police protection with local law enforcement agencies including, but not limited to, municipal police departments and the Cook County Sheriff's Department. Entity's security, if any, may provide assistance at the discretion of Entity.
- D. **Use of 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. If CCDPH provides less than 48 hours notice to Entity regarding need for the Site, Entity may deny CCDPH use. 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. In the event that Entity incurs any additional costs or expenses as a result of CCDPH use, including but not limited to overtime required for additional Entity personnel hours, such costs and expenses shall be the responsibility of CCDPH. Entity shall advise CCDPH of such costs and expenses in writing, prior to incurring or obligating such costs and expenses. Reimbursement shall be provided within Net 30 days of receipt of a properly submitted invoice. Entity is on notice that invoices are required to comply with and be submitted in accordance with Cook County Code of Ordinances Sections 34-310 and 34-311.
- E. **Removal of Medical Waste.** CCDPH shall remove from Site all medical waste, including but not

limited to hazardous medical waste, generated by the Clinical Activities conducted by CCDPH according to applicable Federal, state and local requirements.

- F. **Site Alterations.** CCDPH shall not make any alterations to Site without the written approval of Entity.
- G. **Maintenance and Repairs.** Notwithstanding other governmental immunities, CCDPH shall exercise reasonable care in the conduct of activities on the Site. CCDPH shall also be responsible for the cost of repair and/or replacement of any damage to the Site incurred as the direct result of the actions of its officers, employees, subcontractors and agents, under this Agreement. If CCDPH does not clean or repair the damages within 14 days after Entity sends written notice to CCDPH of the uncleanliness or damages, Entity may clean or make the repairs. In such case, CCDPH shall reimburse Entity for the reasonable cleaning, repair, and/or replacement costs Entity incurs subject to the invoice requirements stated in provision IV(D).

V. **RESPONSIBILITIES OF ENTITY**

- A. **Site Designation.** Entity agrees to allow CCDPH to use that portion of the Site, together with reasonable parking, ingress and egress, in order to conduct Clinical Activities. CCDPH will not use, or permit any use of the Site not specifically authorized by this Agreement or otherwise explicitly pre-authorized in writing by Entity, by its agents and employees, which is inconsistent with the terms and purposes of this Agreement.
- B. **Availability of Site.** Entity shall make the Site available to CCDPH to the maximum extent possible in connection with the Clinical Activities.
- C. **Daily Cleaning.** Entity shall be responsible for daily reset cleaning and non-medical waste removal.
- D. **Personnel Support.** Entity shall make Entity personnel available to CCDPH to assist with Clinical Activities at dates and times previously arranged by the Parties. Such support may include, but is not limited to registration activities; completion of paperwork/data entry; mixing of vaccine components; vaccine administration; and observing for adverse events. For each Entity personnel providing Clinical Activities, Entity is responsible for confirming and affirming to CCDPH that such personnel has undergone a background check, drug screen, received the required vaccinations/immunity or waivers for vaccinations, and has the appropriate licensure for the Clinical Services they will be providing. Entity personnel shall follow the directions of CCDPH at all times while engaged in Clinical Activities. CCDPH reserves the right to request any or all Entity personnel provided for support removed from the Site at any time in CCDPH's sole discretion. Entity agrees to immediately comply with such requests made by CCDPH.
- E. **Furniture and Equipment.** Entity shall allow CCDPH to use the facilities and equipment available at Site in conducting its Clinical Activities including, but not limited to (check all applicable items):
 - tables; chairs; communication and office equipment; power drops for electrical access,
 - breakroom access including microwaves, refrigeration and coat storage; privacy blinds; AEDs;
 - pharmaceutical refrigerator; drawer with lock for medication storage; shelving; stanchions;
 - wheelchairs; social distancing floor decals; allocated parking for Program Participants; garbage cans; a standby ambulance; and restrooms.

VI. **LIAISONS**

CCDPH and Entity have each identified a primary liaison together with their respective emergency contact information, as set forth on Exhibit B attached hereto. These individuals shall be authorized to act on behalf of the parties to plan for and facilitate the implementation of this Agreement and to provide and receive information pursuant to this Agreement.

VII. **CONFIDENTIALITY**

To the extent applicable to a Party, the parties shall comply with all applicable laws relating to the confidentiality of any individual health information generated, created or reviewed in connection with the activities set forth in this Agreement including but not limited to: the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA") and the

Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH"). The Illinois School Student Records Act, the Federal Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the Protection of Pupil Rights Amendment, the Illinois Personnel Records Act or any other laws governing school student or employee records do not apply to the Clinical Activities. The parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

VIII. RESPONSIBILITY FOR OPERATIONS

It is understood and agreed that each party to this Agreement is responsible for the activities of its employees and agents and for maintaining its own insurance, self-insurance programs, workers' compensation programs or occupational disease benefit programs, with respect to its own activities. It is the intent of the parties that neither 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 other or against 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.

IX. INDEMNIFICATION.

CCDPH will indemnify, defend and hold harmless Entity, its trustees, directors, officers, employees, agents and other representatives as well as their respective heirs, successors and assigns (individually, an "Entity Indemnified Party" and, collectively, the "Entity Indemnified Parties") from and against any and all losses, liabilities, fines, fees, penalties, costs (including reasonable attorneys' and other professionals' fees and costs of investigation and litigation), expenses, damages, interest, settlement payments, awards and judgments (collectively, "Losses") in connection with any claim, demand, suit, action, or civil, criminal or administrative proceeding ("Indemnification Claim") arising out of or related to: (a) the negligence or willful misconduct of CCDPH or its officers, employees, agents, or subcontractors in the course of furnishing Services or Deliverables or otherwise performing under this Services Agreement; or (b) any breach of this Agreement by or on behalf of CCDPH or its officers, employees, agents, or subcontractors.

Entity will indemnify, defend and hold harmless CCDPH/CCH and County and their respective commissioners, directors, officers, employees, agents and other representatives as well as their respective heirs, successors and assigns (individually, a "CCH Indemnified Party" and, collectively, the "CCH Indemnified Parties") from and against any and all losses, liabilities, fines, fees, penalties, costs (including reasonable attorneys' and other professionals' fees and costs of investigation and litigation), expenses, damages, interest, settlement payments, awards and judgments (collectively, "Losses") in connection with any claim, demand, suit, action, or civil, criminal or administrative proceeding ("Indemnification Claim") arising out of or related to: (a) the negligence or willful misconduct of Entity or its officers, employees, agents, or subcontractors in the course of furnishing Services or Deliverables or otherwise performing under this Services Agreement; or (b) any breach of this Agreement by or on behalf of Entity or its officers, employees, agents, or subcontractors.

X. FEDERAL FUNDING

Expenses of CCDPH in relation to this Agreement may be funded in whole or in part by Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. In signing this Agreement Entity acknowledges such assistance may be used and agrees and/or certifies Entity will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives, as applicable, including but not limited to, 2 CFR § 200. If Entity determines that it is not in its reasonable best interest to comply with such requirements, Entity may terminate this Agreement immediately.

XI. MISCELLANEOUS

The following terms shall also apply with respect to the provisions of this Agreement:

- A. **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. CCH/CCDPH may enter into amendments to this Agreement, provided that no such amendment may result in the

imposition of any payment obligation upon the County, CCH or CCDPH without the approval of the Cook County Board of Commissioners and/or the CCH Board of Directors.

- B. **Media Relations.** Entity shall notify CCH/CCDPH regarding any media inquiries or presentations. Entity agrees that any communication to the media and/or public regarding this Agreement and the activities to be performed pursuant to this Agreement shall be made by the CCH Chief Communications and Marketing Officer.
- C. **Marketing; Use of Names.** No party shall utilize the name, logo, image or creative content relating to another party nor disclose the fact of this engagement to third parties, for purposes unrelated to the performance of this Agreement except as expressly approved in writing by the other party or unless required by law.
- D. **No Third Party Beneficiaries.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties only.
- E. **Liability.** Neither party assumes any liability for the acts or omissions of the other under this agreement, including, but not limited to, the acts and omissions of a party or its officers, employees, subcontractors, volunteers, agents, licensees, or invitees in their performance of professional activities including, but not limited to, the duties as described under this Agreement. Except for a party's indemnification obligations under section IX of this Agreement, in the event of a claim, each party shall be responsible for its own defense. Nothing in this section or Agreement shall limit the immunity from liability available to either or both Parties under the Public Readiness and Emergency Preparedness Act ("PREP Act"), the Local Governmental and Governmental Employees Tort Immunity Act, or any other federal or State law limiting the liability of government bodies, as applicable, for the dispensing and/or administration of medications and vaccinations as countermeasures to diseases, threats and conditions, including those made available under an Emergency Use Authorization and the Parties affirmatively agree that a material part of the consideration to enter into this Agreement is the applicability of such liability limitation laws.
- F. **Relationship of the Parties.** CCH/CCDPH and Entity are independent contractors for purposes of this Agreement. Nothing contained in this Agreement nor any act of the parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between CCH/CCDPH and Entity other than that of independent contractors.
- G. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- H. **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 if the term is not a material term. If a material term, either Party may terminate the Agreement upon seven days notice.
- I. **Headings.** The headings to the sections of this Agreement are included only for the convenience of the parties and will not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Agreement.
- J. **Nondiscrimination.** There shall be no unlawful discrimination or treatment because of race, ethnicity, color, religion, sex, sexual orientation, gender identity, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, citizenship status, physical or mental disability or any other legally protected classification or group or because of actual or perceived association with such classification or group in the implementation of this Agreement.
- K. **Compliance with the Law.** In the performance of this Agreement, Cook County and Entity, their employees, and agents shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders and all filing, license and permit requirements. Entity shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Entity shall obtain at their own expense, all licenses and permissions necessary for the performance of this Agreement.
- L. **Drafting of Agreement.** Despite the possibility that one party or its attorneys have prepared a draft of this Agreement or portions thereof, the parties agree that none of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision herein may be ambiguous, no such provisions shall be construed in favor of one party on the ground that such provision was drafted by another party.

- M. Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.
- N. Notices.** All notices shall be in writing, sent by certified mail and by confirmed facsimile, 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 Entity:

Paul Sally, Superintendent
New Trier Township HSD 203
7 Happ Road
Northfield, IL 60093

To CCDPH:

Kiran Joshi, MD MPH
Senior Medical Officer, Co-Lead
Cook County Department of Public Health
7556 Jackson Blvd., Administrative Office
Park Forest, IL 60130

**END OF PAGE
SIGNATURE PAGE FOLLOWS**

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

FOR NEW TRIER TOWNSHIP HIGH SCHOOL DISTRICT 203:

Signature: Paul Sally
Paul Sally
Superintendent

Date: 2/12/2021

FOR COOK COUNTY DEPARTMENT OF PUBLIC HEALTH

Signature _____
Israel Rocha
Chief Executive Officer
Cook County Health

Date: _____