

Resolution # 22-1

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5ILCS 220/3) provides that a public agency may enter into an intergovernmental agreement with other public agencies to obtain services; and

WHEREAS, under the provisions of the Intergovernmental Cooperation Act, 5 ILCS 200/1 et seq., governmental units of the State of Illinois are permitted to enter into Intergovernmental Cooperation Agreements for any lawful purpose; and

WHEREAS, 55 ILCS 5/5-25013 (B)(5) provides that a County Board of Health may enter into contracts with the State, municipalities, other political subdivisions and non-official agencies for the purchase, sale or exchange of health services; and

WHEREAS, the Sangamon County Board of Health has provided such services through its Public Health Department since 2014; and,

WHEREAS, the Illinois Department of Central Management Services desires to contract with Sangamon County to provide flu shots to State of Illinois employee during the State Fiscal years of 2023- 2025; and

WHEREAS, the proposed contract for State Fiscal Year 2023-2025 is attached to this resolution as Exhibit A; and

WHEREAS, the amount to be paid to the Sangamon County Department of Public Health for delivery of flu immunizations is dependent on the number of employees who receive the shots but is expected to exceed the threshold of \$30,000;

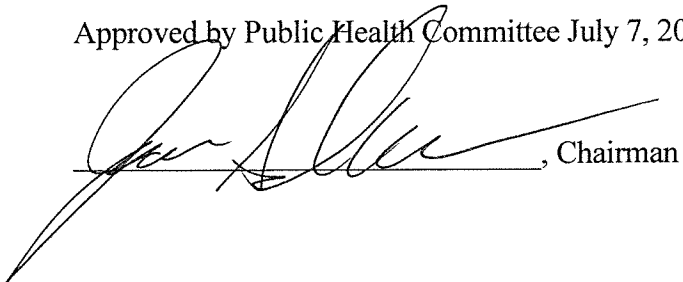
NOW, THEREFORE, BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois, in session this 12th day of July, 2022, upon the recommendation of the Sangamon County Board of Health, agrees to enter into a contract with the Illinois Department of Central Management Services as stipulated in Exhibit A.

Attest:

Chairman, Sangamon County Board

County Clerk

Approved by Public Health Committee July 7, 2022.


_____, Chairman

FILED

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Sangamon County Clerk

State of Illinois

Intergovernmental Agreement
between
Illinois Department of Central Management Services
and
Sangamon County
Agreement No. 2012-05-074 IGA

The State of Illinois, acting by and through the Illinois Department of Central Management Services ("CMS"), and Sangamon County, acting by and through the Sangamon County Health Department ("Health Department"), hereby enter into the following Intergovernmental Agreement ("Agreement"), effective October 1, 2022 or upon execution of the Agreement by all parties, whichever is later.

WHEREAS, pursuant to Executive Order 2012-1, CMS is mandated to procure and arrange for the administration of influenza vaccinations for eligible State of Illinois ("State") employees, retirees, survivors, and university staff; and

WHEREAS, CMS seeks a vendor to provide influenza vaccinations to eligible State employees, retirees, survivors, and university staff, with dates, times and locations to be determined by CMS; and

WHEREAS, Health Department desires to provide these services under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Article 1. Term and Scope of Agreement.

- 1.1. Term. The term of this Agreement shall be from October 1, 2022, or upon execution of the Agreement by all parties, whichever is later, through September 30, 2025, unless the Agreement is otherwise terminated as set forth herein. The parties may mutually agree to extend the term of this Agreement for two (2) additional one-year terms. The parties may mutually agree to exercise more than one option at a time.

- 1.2. Entirety of Agreement. The terms and conditions of this Agreement, along with applicable CMS Administrative Rules and any documents

expressly incorporated herein, shall constitute the entire agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

Article 2. Termination.

- 2.1. Availability of Funds. This Agreement is subject to the availability of appropriation or the availability of federal funds for the purpose outlined in this Agreement. CMS's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year in which (1) the Illinois General Assembly or federal funding sources fail to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the CMS's funding by reserving some or all of the CMS's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) CMS determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. CMS shall give Health Department notice of such termination for funding as soon as practicable after CMS becomes aware of the failure of funding. Health Department's obligation to perform shall cease upon notice by CMS of lack of appropriated funds.
- 2.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, CMS may terminate this Agreement upon thirty (30) days written notice to the Health Department. Health Department will be entitled to reimbursement for qualifying services rendered under the Agreement up to the time of termination.
- 2.3. Termination For Cause. If Health Department fails to comply with a material term of this Agreement, CMS will provide notice to the Health Department to cure the breach. If such breach is not cured to CMS's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by CMS and specified in the notice, CMS may immediately terminate the Agreement without additional written notice. If the Agreement is terminated pursuant to this Section, CMS will retain its right to seek any available legal or equitable remedies and damages.

- 2.4. Notice of Change in Circumstances. In the event Health Department becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, Health Department will immediately notify CMS in writing.
- 2.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 2.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 2.7. Other Termination Rights. CMS, in its sole discretion, may terminate this Agreement immediately or upon notice in the event of the following:
 - A. Failure of Health Department to maintain the certifications set forth in Article 8 of this Agreement;
 - B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in Section 7.2 of this Agreement; or
 - C. If legislation or regulations are enacted, or a court of competent jurisdiction interprets a law, so as to prohibit the continuance of this Agreement or the subject matter underlying this Agreement.

Article 3. Agreement Management and Notices.

- 3.1. Agreement Management. CMS shall designate an Agreement Manager who will facilitate communication between Health Department and various administrative units within CMS. Health Department shall direct all communications with CMS pertaining to this Agreement to the Agreement Manager at the address and telephone number set forth herein.

- 3.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by electronic communication; (iv) sent by certified mail, obtaining a signature indicating successful delivery; or (v) transmitted by facsimile, producing a document indicating the date and time of successful transmission, to the facsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or facsimile number. Notices to each party shall be sent as follows:

To: Gail O'Neill
Sangamon Co. Health Department:
2833 S. Grand Avenue, East
Springfield, IL 62702
Telephone: 217-535-3100
Fax: 217-535-3104

To CMS: Illinois Department of Central Management Services
ATTN: Earl Henderson
801 South Seventh St.,
PO Box 19208
Springfield, IL 62794-9208
Phone: 217- 558-1840
Fax: 217-524-1660
e-mail: Earl.Henderson@illinois.gov

Article 4. Health Department's Rights and Responsibilities.

- 4.1. Performance of Services and Duties. Health Department shall:
- A. Perform all services and other duties set forth in this Agreement in accordance with, and subject to, applicable State and federal laws and regulations and applicable CMS policies, including those laws and regulations which may be

issued or promulgated from time to time during the term of this Agreement.

- B. Ensure that its employees who provide services under this Agreement are licensed in Illinois and trained in the profession for which they will be used. In the event that CMS determines that any individual performing services for Health Department hereunder is not licensed or properly trained, CMS shall promptly notify Health Department and Health Department shall replace that individual.

- C. Provide and administer influenza vaccinations to the following individuals (hereinafter referred to as "Eligible Individuals"), upon presentation by such individuals of a State health insurance card and one (1) additional form of identification:
 - (1) State employees and university staff; and
 - (2) State and university retirees.

Health Department shall ensure that any information it receives from Eligible Individuals is secured and will remain confidential pursuant to the federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (HIPAA) and all other applicable federal and State laws, regulations and policies. Upon the request of CMS, Health Department shall provide proof of the manner in which Health Department has kept the information obtained pursuant to this subparagraph secure and confidential.

Vaccines administered by Health Department must be approved and labeled by the Centers for Disease Control and Prevention (CDC) for the season in which the vaccines are administered.

- D. Before the provision and administration of a vaccination, require the Eligible Individual seeking the vaccination to sign a liability waiver/consent for treatment form ("Consent Form"). Health Department shall provide a sample of its Consent Form no later than 30 days after this Agreement is executed or 30 days prior to the start date of the Agreement, whichever date is earlier. Health Department shall maintain

each signed Consent Form for a minimum of three (3) years from the completion of the administration of all the vaccines. Health Department shall provide the signed Consent Forms to CMS on request.

The Consent Forms shall be compliant with all federal and State laws, regulations and policies, and shall contain and request such information as CMS deems necessary, which information shall include, but not be limited to:

- (1) A description of:
 - (a) the influenza virus;
 - (b) the vaccination;
 - (c) the risks and possible side reactions of the vaccination;
 - (d) special precautions to be considered prior to receiving the vaccination; and
 - (e) Data to be completed by the vaccination recipient. The recipient shall be required to complete their name and one of the following: date of birth, home address or last four digits of their University identification (or last four digits of Social Security number if non-University employee).
- (2) A paragraph stating:

The provision of a flu shot is a gratuitous one being made available to you by your employer. You do not have to participate. If you do, we request that you provide us with the last four digits of your Social Security Number so that your bill, when submitted, can be readily identified and paid. The request for the last four digits of your Social Security Number is voluntary in nature and is not mandated by any statute. These digits, along with the other information on this form, will be used solely to facilitate prompt payment to the health care provider. Thereafter, information will become part of

your healthcare records and will be kept confidential as required by HIPAA and all other federal statutes and regulations. The information will not be divulged without your consent or used for any purpose other than facilitating payment. If you choose not to disclose the last four digits of your Social Security Number, please provide either your home address and/or date of birth.

In lieu of creating its own Consent Form, Health Department may utilize the "Liability Waiver/Consent for Treatment Influenza Vaccination" Form included in this Agreement as Attachment B.

- E. Provide all necessary and sufficient staff and materials to administer the vaccinations.
- F. Administer the vaccinations Monday through Friday, unless otherwise specified by CMS, from October 1, or the date they are first received, whichever is earlier, through November 15.
- G. Maintain and document the name and other necessary identifying information, as mandated by CMS, of each influenza vaccination recipient.
- H. After all influenza vaccinations are provided and administered, submit to CMS billing statements containing information necessary to identify the recipients of the influenza vaccinations for purposes of confirming that they were eligible to receive the vaccinations. The billing statement must identify the Medicare rate in effect at the time of the provision and administration of the vaccination. CMS must receive the billing statements no later than February 28th of the calendar year following the vaccination.

Each billing statement must include, at minimum, the following information:

- (1) company name;
- (2) company address;
- (3) contact name and telephone number;
- (4) recipient's name;

- (5) invoice number;
- (6) number of influenza vaccinations administered;
- (7) location at which the vaccinations were administered;
- (8) dates the vaccinations were administered;
- (9) rate
- (10) Health Department's tax identification number; and
- (11) the amount billed.

Each billing statement must contain a statement which reads substantially as follows: "Health Department hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached expenditure report have met all of the required standards set forth in the Agreement."

Each billing statement must be signed by an authorized representative of Health Department.

Health Department may elect to utilize the Invoice format included in this Agreement as Attachment C.

- I. Use all reasonable diligence in performing the duties undertaken in this Agreement.

4.2. Consultation and Performance Reviews.

- A. Health Department shall consult with and keep CMS fully informed as to the progress of all matters covered by this Agreement. Health Department shall promptly furnish to CMS, upon CMS's request, copies of all correspondence and all documents prepared in connection with the services rendered under this Agreement. If CMS does not approve these correspondence and documents, then Health Department may not utilize them.
- B. CMS may conduct a post-performance review of Health Department's performance under the Agreement. Health Department shall cooperate with CMS in this review, which may require Health Department to provide records of Health Department's performance, including expense information.

Article 5. CMS's Rights and Responsibilities.

- 5.1. Reimbursement to Health Department. CMS shall reimburse Health Department for the cost of the vaccines administered to Eligible Individuals. The cost of each vaccine shall be no greater than the Medicare rate in effect at the time the vaccination is given. Unless specifically provided herein, no reimbursement shall be made by CMS for extra charges, supplies or expenses.
- 5.2. CMS's Duties. CMS shall:
- A. Verify the name and other identifying information of influenza vaccination recipients prior to reimbursement to Health Department;
 - B. Monitor, on a monthly basis, Health Department's performance of and compliance with the duties undertaken in this Agreement.

Article 6. Requirements for Reimbursement of Expenditures.

- 6.1 Reimbursements of expenditures, payable to Health Department, are conditional upon the timely receipt of billing statements by CMS as described in Section 4.1 and upon the availability of funding.
- A. All record keeping shall be in accordance with sound accounting standards.
 - B. The amount shown on each billing statement shall be in accordance with the terms established in this Agreement.
- 6.2. Reimbursement. CMS shall arrange for funding to reimburse the expenditures of Health Department in performing its duties under this Agreement.
- A. CMS shall not be liable to pay Health Department for any supplies provided, services performed, or expenses incurred prior to the term of this Agreement.
 - B. Reimbursements made by CMS pursuant to this section shall constitute full payment owed to Health Department by CMS for the duties performed by Health Department under this

Agreement. Health Department shall not seek any additional payment from CMS for the performance of these duties.

6.3. State Fiscal Year.

- A. Notwithstanding any other provision of this Agreement, all expenditure reports and revisions to expenditure reports for supplies ordered, services performed, or expenses incurred by Health Department prior to July 1st of each year must be presented to CMS no later than August 10th of each year in order to ensure reimbursement under this Agreement. Failure by Health Department to present all expenditure reports and revisions to expenditure reports by August 10th may require Health Department to seek reimbursement of expenditures through the Illinois Court of Claims and the Illinois General Assembly.
- B. Notwithstanding any other provision of this Agreement, all reimbursements shall be made in accordance with State fiscal year requirements.
- C. It is recognized by the parties that reimbursements at the beginning of the State's fiscal year (July and August reimbursements) are often delayed because of the appropriation process. Such delayed reimbursements shall not be considered late for any purpose nor shall they constitute a breach of this Agreement.

6.4. Retention of Reimbursements. In addition to pursuit of actual damages or termination of this Agreement:

- A. CMS may deduct from whatever is owed Health Department on this Agreement or any other agreement an amount sufficient to compensate the State for any damages suffered by it because of Health Department's breach of this Agreement or other unlawful act on Health Department's part on which the cancellation is based, including, but not limited to:
 - (1) The additional cost of supplies or services bought elsewhere;

- (2) Any expenses incurred because of delay in receipt of supplies or services; and
 - (3) Any other damages caused by Health Department's breach of this Agreement or unlawful act.
 - B. If any failure by Health Department to meet any requirement of this Agreement results in the withholding of federal funds from the State, CMS may withhold and retain an equivalent amount from reimbursements to Health Department until such federal funds are released to the State.
- 6.5. Deductions from Reimbursements. Any reimbursement to Health Department may be reduced or suspended when a provision of this Agreement requires a payment or refund to CMS or an adjustment to reimbursement to Health Department.
- 6.6. Estimated Amount of Reimbursement. The amount of CMS's obligation under this Agreement is estimated at \$40,000.00. This is merely an estimate and all vaccinations given to Eligible Individuals will be reimbursed under the terms of this agreement.
- 6.7. Computational Error. CMS reserves the right to correct any mathematical or computational error in reimbursement subtotals or the total obligation under this Agreement. CMS will notify Health Department of any such corrections.
- 6.8. Travel. CMS will not reimburse Health Department for any travel expenses under this Agreement.

Article 7. General Terms.

- 7.1 Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on CMS unless approved in writing by an authorized representative of CMS.
- 7.2 Amendments Necessary for Statutory or Regulatory Compliance. Health Department shall, upon request by CMS and receipt of a proposed amendment to this Agreement, negotiate in good faith with CMS to amend the Agreement if and when required, in the opinion

of CMS, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, CMS may terminate this Agreement.

7.3 Assignment and Subcontracting. Assignment, subcontracting, or transfer of all or part of the interests of Health Department in the work covered by this Agreement is prohibited without prior written consent of CMS.

- A. In the event CMS gives consent to Health Department to assign, subcontract or transfer all or part of the interests of Health Department in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Health Department is hereby bound and obligated.
- B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to Health Department, including, but not limited to, Health Department's certifications.
- C. The names and addresses of all subcontractors utilized by Health Department with the consent of CMS shall be listed in an addendum to this Agreement together with the anticipated amount of money that the subcontractor is expected to receive pursuant to this Agreement.
- D. After notice to Health Department, CMS may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.

7.4 Audits and Records.

- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by CMS or its designee, the United States Department of Health and Human Services, the Illinois Auditor General and any other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"). Health Department shall

cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, Health Department shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of Health Department's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to Health Department, CMS shall adjust future or final reimbursements otherwise due to Health Department. If no payments are due and owing to Health Department, or if the overpayment(s) exceed the amount otherwise due to Health Department, Health Department shall immediately refund to CMS the full amount of the overpayment(s).

- B. Retention of Records. Health Department shall maintain all business, professional, and other records in accordance with State law, 45 CFR Part 74, the specific terms and conditions of this Agreement, and generally accepted accounting practices. Health Department shall maintain, during the pendency of the Agreement and for a minimum of three (3) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of CMS for the recovery of any funds paid by CMS under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

7.5 Disputes Between Health Department and Other Parties.

Any dispute between Health Department and any third party, including any subcontractor, shall be solely between such third party and Health Department, and CMS shall be held harmless by Health Department to the extent allowed by law. It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that 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 a third party.

7.6 Fraud and Abuse Reporting.

Health Department shall report in writing to the Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this Agreement by any parties directly or indirectly affiliated with this Agreement including but not limited to, Health Department staff, Health Department Subcontractor, CMS employee or CMS contractor. Health Department shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG. The foregoing notwithstanding, Health Department may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. In such instances, Health Department must report to OIG as described in the first sentence above. Health Department shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. Health Department shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes Health Department or Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.

7.7 Fraud and Abuse Screening.

Health Department shall screen all current and prospective employees, contractors, subcontractors, and any other parties directly or indirectly affiliated with this Agreement. In addition Health Department shall review the OIG's list of sanctioned persons (available at <http://www.state.il.us/agency/oig>) and the HHS/OIG List of Excluded Individuals/Entities (available at <http://www.dhhs.gov/oig>) to make sure employees providing services under this Agreement do not appear on either such list.

- 7.8 Gifts. Health Department and Health Department's principals, employees and subcontractors are prohibited from giving gifts to CMS employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with CMS involving duties or obligations related to this Agreement.
- 7.9 HIPAA Compliance Obligations. Both parties shall comply with the terms of Attachment A, "Memorandum of Understanding Pursuant to HIPAA and HITECH", which is incorporated by reference and made a part hereof.
- 7.10 Retention of HIPAA Records. Both parties shall maintain, for a minimum of six (6) years, documentation of the protected health information disclosed by the other party, and all requests from individuals for access to records or amendment of records, pursuant to the provisions of Attachment A of this Agreement, and in accordance with 45 CFR 164.530(j).
- 7.11 Media Relations and Public Information. Subject to any disclosure obligations of Health Department under applicable laws, rules, or regulations, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, CMS. Health Department shall not disseminate any publication, presentation, technical paper, or other information related to Health Department's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by CMS.
- 7.12 Nondiscrimination. Health Department and Health Department's principals, employees and subcontractors shall abide by Executive Orders 11246 and 11375. Health Department further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 7.13 Non-solicitation of Employees. Health Department shall give notice to CMS's Ethics Officer, or such other person as CMS may designate, if Health Department solicits or intends to solicit for employment any CMS employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. Health Department shall not employ any person or persons employed by CMS at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 7.14 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), except State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.
- I. References to CMS shall include any successor agency or office charged with administering the program specified in Executive Order 2012-1.

7.15 Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

7.16 Sexual Harassment. Health Department shall have written sexual harassment policies that shall comply with the requirements of 775 ILCS 5/2-105.

7.17 Survival of Obligations. Those obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

7.18 Entirety of Agreement. This Agreement, including any attachments or amendments, sets forth the entire understanding of the parties.

Article 8. Health Department's Certifications. By signing this Agreement, Health Department makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by CMS in its sole discretion upon Health Department's failure to maintain these certifications and warranties.

8.1. General Warranties of Health Department.

- A. All work will be performed in a good and professional manner.
- B. The person executing this Agreement on behalf of Health Department is duly authorized to execute the Agreement and bind Health Department to all terms and conditions hereunder.

8.2. Licenses and Certificates. Health Department, and Health Department's principals, employees, and subcontractor's possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. Health Department may meet the license requirement through use of a subcontractor; provided however, Health Department's use of a subcontractor in that circumstance does not relieve Health Department of any obligations under the Agreement.

8.3 Standard Certifications: Health Department certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest, and further specifically certifies that:

- 1) Health Department, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- 2) If Health Department, or any officer, director, partner, or other managerial agent of Health Department has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Health Department further certifies that it is not barred from being awarded a contract and acknowledges that the contracting agency shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.

- 3) Health Department and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Health Department and its affiliates acknowledge that CMS may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Health Department or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 4) Health Department and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the Agreement being declared void.
- 5) Health Department certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by Health Department, Health Department acknowledges that the contracting Agency may declare the contract void. **(30 ILCS 500/50-14)**
- 6) Health Department has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Health Department accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 7) Health Department is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 8) Health Department will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 9) Health Department will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Agreement. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- 10) Neither Health Department nor any substantially owned affiliate is participating or shall participate in an international

boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (**30 ILCS 582**).

- 11) Health Department has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
- 12) Health Department complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
- 13) Health Department does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
- 14) Health Department complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (**PA 93-0307**).
- 15) Health Department certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (**PA 94-0264**).
- 16) Health Department certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (**410 ILCS 45**) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- 17) In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (**30 ILCS 565**).
- 18) Health Department acknowledges and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby

procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (**EO No. 1 (2007)**).

19) Health Department has disclosed, and agrees it is under a continuing obligation to disclose to CMS, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Health Department from having or continuing the Agreement. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with Health Department's obligation under this Agreement. Health Department shall not employ any person with a conflict to perform under this Agreement. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor.
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced in 1) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary

of the Governor from the firm, partnership, association or corporation.

8.4 Conflict of Interest. Neither Health Department, nor any party directly or indirectly affiliated with Health Department, including, but not limited to, Health Department's subcontractors, and the officers, directors, and employees of Health Department and Health Department's subcontractors, shall have or acquire any Conflict of Interest in performance of this Contract.

- A. For purposes of this section, "Conflict of Interest" shall mean an interest of Health Department which may be direct or indirect, professional, personal, financial, or beneficial in nature that in the sole discretion of CMS, compromises, appears to compromise, or gives the appearance of impropriety with regard to Health Department's duties and responsibilities under this Contract. This term shall include potential Conflicts of Interest. A Conflict of Interest may exist even if no unethical or improper act results from it or may arise where Health Department becomes a party to any litigation, investigation, or transaction that materially impacts Health Department's ability to perform under this Contract. Any situation where Health Department's role under the Contract competes with Health Department's professional or personal role may give rise to an appearance of impropriety. Any conduct that would lead a reasonable person, knowing all the circumstances, to a conclusion that bias may exist or that improper conduct may occur or gives the appearance of the existence of bias or improper conduct, is a Conflict of Interest.
- B. Health Department shall disclose in writing any Conflicts of Interest to CMS no later than seven (7) calendar days after learning of the Conflict of Interest. CMS may initiate any inquiry as to the existence of a Conflict of Interest. Health Department shall cooperate with all inquiries initiated pursuant to this section. Health Department shall have an opportunity to discuss the Conflict of Interest with CMS and suggest a remedy under this section.
- C. Notwithstanding any other provisions in the Contract, CMS shall in its sole discretion, determine whether a Conflict of Interest exists or whether Health Department failed to make any required disclosure. This determination shall not be subject to appeal by Health Department. If CMS concludes that a Conflict of

Interest exists, or that Health Department failed to disclose any Conflict of Interest, CMS may impose one or more remedies.

- D. The appropriate remedy for a Conflict of Interest shall be determined in the sole discretion of CMS and shall not be subject to appeal by Health Department. Available remedies shall include, but not be limited to, the elimination of the Conflict of Interest or the non-renewal or termination of the Contract.

IN WITNESS WHEREOF, the parties sign their names as evidence of their authority to enter into and their approval of this Interagency Agreement. This Agreement may be executed in multiple counterparts to facilitate obtaining the signatures of all parties.

Sangamon County

**Illinois Department of Central
Management Services**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A
MEMORANDUM OF UNDERSTANDING
PURSUANT TO HIPAA AND HITECH

The Sangamon County Health Department ("Health Department") and the Illinois Department of Central Management Services ("CMS"), hereby enter into the following Memorandum of Understanding ("MOU"), effective _____.

WHEREAS, CMS and Health Department ("Covered Entities") both want to ensure compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (collectively "HIPAA"), certain changes implemented to HIPAA through 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 existing and future implementing regulations (collectively "HITECH"), and other applicable Federal and State laws and regulations regarding the disclosure of protected health information ("PHI");

WHEREAS, the parties acknowledge that each may be deemed a Business Associate, as defined by HIPAA;

WHEREAS, pursuant to the attached contractual agreement ("Agreement"), the Covered Entities are required to provide confidential information, including PHI, to each other as necessary and to the extent such information is required for the performance of the Agreement;

WHEREAS, the Covered Entities agree that the provisions of HIPAA and HITECH now apply directly to each of them and are incorporated by reference into this Agreement, including but not limited to those requirements set forth in Subtitle D of HITECH, are incorporated and effective as of the compliance date of enactment of the pertinent regulations; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. DEFINITIONS

- (1) HIPAA:** Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- (2) HITECH:** 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 existing and future implementing regulations
- (3) Effective Date** shall mean, in each case, the date by which compliance is required under the referenced provision of HIPAA and HITECH.
- (4) PHI** shall include without limitation, and where applicable, Electronic Protected Health Information ("ePHI")

Terms used in this Agreement not otherwise defined have the meanings established for purposes of HIPAA and HITECH.

B. MOU Management and Notices

- (1) **MOU Management.** The Covered Entities agree to make available pertinent staff to facilitate the execution of duties and responsibilities under this MOU.
- (2) **Notices.** All written notices, requests, and communication, unless specifically required to be given by a specific method, may be (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indication successful deliver, (iii) sent by certified mail, obtaining a signature indication successful delivery; (iv) by electronic communication; or (v) transmitted by facsimile, producing a document indicating the date and time of successful transmission. Written communications between the parties shall be directed to:

Illinois Department of Central Management Services
ATTN: Earl Henderson
801 South Seventh St.
PO Box 19208
Springfield, IL 62794-9208
Facsimile: (217)524-1660
E-mail: earl.henderson@il.gov

Sangamon Co. Health Department:
ATTN: Gail O'Neill
2833 S. Grand Avenue, East
Springfield, IL 62702
Telephone: 217-535-3100
Fax: 217-535-3104

C. RESPONSIBILITIES OF COVERED ENTITIES

- (1) **Use and Disclosure of Protected Health Information.** In accordance with each applicable requirement of 45 C.F. R. § 164.504(e), Covered Entities agree not to use or disclose PHI other than: (i) as permitted or required by the Agreement, the Privacy Rule, and corresponding regulations; (ii) as necessary to provide the Services specifically permitted or required by this Agreement; (iii) as necessary for the proper management of their respective organizations; (iv) to provide data aggregation services relating to the health care services; (v) to carry out the legal responsibilities of their respective organization; and (vi) as otherwise required by law.
 - (a) Any permitted disclosure of PHI to a third party must be either Required By Law or subject to reasonable assurances obtained prior to disclosure and in writing by the Covered Entities from the third party that (i) the PHI will be held confidentially, and securely, and used or disclosed only as Required By Law or for the purposes for which it was disclosed to such third party and (ii) any breaches of confidentiality of the PHI which become known to such third party will be immediately reported to the Covered Entities, who will within five (5) days notify the other party.
 - (b) Covered Entities agree to follow any guidance issued regarding what constitutes "minimum necessary" with respect to the use or disclosure of PHI in compliance

with HIPAA and HITECH. Until such time that any guidance is issued, Covered Entities shall limit their respective use or disclosure of PHI, to the extent practicable, to the Limited Data Set (as defined in section 45 CFR § 164.514(e)(2)) or, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, respectively;

- (c) Covered Entities will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of the respective Covered Entity that: (a) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (b) adds any data element or segment to the maximum defined data set; (c) uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or (d) changes the meaning or intent of the Standard Transaction's implementation specification;
- (d) Covered Entities agree to (i) not directly or indirectly receive remuneration in exchange for any PHI, (ii) not make or cause to be made any communication about a product or service that is prohibited, and (iii) not to make or cause to be made any written fundraising communication that is prohibited.

(2) Safeguards. Covered Entities agree to implement and use appropriate technical, physical and administrative safeguards to (i) prevent use or disclosure of PHI other than as permitted or required by this Agreement and/or Underlying Agreement; (ii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the respective Covered Entity; and (iii) comply with the requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 to the same extent as such requirements apply to the other Covered Entity.

Covered Entities will take all reasonable steps to render data, including but not limited to data in motion, at rest, in use, or disposed of "unusable, unreadable, or indecipherable to unauthorized individuals" such that breach notification is not required by HITECH. Currently this only includes encryption safeguards and/or destruction as defined in 45 C.F.R. §§ 160 and 164.

Covered Entities agree to mitigate, to the extent practicable, any harmful effect that is known to either party, of a use or disclosure of PHI by either party in violation of the requirements of this Agreement, HIPAA, HITECH, or other applicable federal or state law;

Covered Entities agree to require that any agent, including all of its subcontractors that create, receive, maintain, or transmit PHI shall agree, in writing, prior to disclosure, to the same restrictions, conditions, and safeguards on the use and/or disclosure of PHI that apply to the other Covered Entity. To the extent that either Covered Entity provides ePHI to any agent, including a subcontractor, it shall require implementation of reasonable and appropriate safeguards to protect the ePHI as required by this Agreement;

(3) Notification of Unauthorized Access or Disclosure. If either Covered Entity has knowledge or a reasonable belief of (i) any use or disclosure of PHI that is not permitted by this Agreement, (ii) unauthorized access to Unsecured PHI, or (iii) any Security Incident of which either party becomes aware has occurred or may have

occurred, that Covered Entity shall promptly, but in no event later than five (5) days after discovery notify the other Covered Entity in accordance with the requirements of 45 CFR § 164.410.

Covered Entities shall be considered to have discovered such activity as of the first day on which the unauthorized activity is known or, by exercising reasonable diligence, would have been known to the that Covered Entity.

Such notification shall include, to the extent possible, the identification of each Individual whose PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed during the potential Breach, along with any other information that Covered Entity will be required to include in its notification to the Individual, the media and/or the Secretary of HHS, as applicable. If required, and as directed by Covered Entity, the other Covered Entity shall notify applicable Individuals directly of the Breach, in accordance with the requirements of the HITECH Act.

Each Covered Entity, at its sole discretion, shall make the determination of whether or not the definition of Breach (as defined in HITECH) has been met, which shall include but is not limited to the determination of whether:

- i. the unauthorized activity poses a significant risk for financial, reputational, or other harm to the individual(s); and
- ii. a regulatory exclusion applies.

(4) Disclosure Documentation and Accounting. Covered Entities agree to document disclosures of PHI and information related to such disclosures as would be required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Covered Entities also agree to provide to each other, in a time and manner designated by both Covered Entities, but no later than within five (5) days from the request information, to permit a response to a request by an Individual for an accounting of disclosures of PHI.

(5) Availability of Books and Records. Covered Entities agree to make available their internal practices, books, and records relating to the use and disclosure of PHI available to each other, or upon request by the other Covered Entity, available to the Secretary of the U.S. Department of Health and Human Services ("HHS"), in a time and manner designated by the other party or the Secretary, for purposes of determining compliance;

(6) Notice and Response to Request for Data. Each Covered Entity shall notify the other Covered Entity of receipt of a subpoena or any other discovery request or judicial or administrative order mandating that the Covered Entity disclose PHI that it has made available to the other party as soon as possible, but at least (5) five days prior to responding to the request.

It is understood and agreed that Covered Entities shall not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law.

D. TERM

The Term of this Agreement shall begin on the Effective Date, and shall terminate when all of the PHI provided by one Covered Entity to the other Covered Entity is destroyed or returned to the disclosing Covered Entity, or if it is infeasible to return or destroy all of the PHI, protections are extended to such information in accordance with the termination provisions detailed herein.

E. TERMINATION

- (1) Material Breach.** Upon one Covered Entity's knowledge of a material breach of this Agreement by the other Covered Entity, Covered Entity with such knowledge may:
 - (a) Terminate this Agreement upon thirty (30) days notice if it determines that the other party has violated a material term of this Agreement if, following Covered Entity's notification to the other Covered Entity of the material breach, the notifying Covered Entity is unable or unwilling to take steps to cure the breach within such thirty (30) day period;
 - (b) Immediately terminate this Agreement if a Covered Entity has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, shall report the violation to the Secretary of HHS.
- (2) Return or Destruction of PHI Upon Termination.** Upon termination of this Agreement, for any reason, Covered Entities shall return or destroy all PHI received from one another or created by the other. This provision shall apply to PHI that is in the possession of subcontractors or agents of either Covered Entity. Each Covered Entity reserves the right to set the schedule for the return or destruction of all PHI from the other Covered Entity. Each Covered Entity shall provide proof or certification of destruction of the PHI to the other Covered Entity.
 - (a) In the event that one Covered Entity determines that returning or destroying the PHI to the other Covered Entity is infeasible, the Covered Entity shall provide the other Covered Entity with notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, the parties shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the party maintains such PHI.

F. GENERAL PROVISIONS

- (1) Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of HIPAA and HITECH and any regulations promulgated thereunder. The parties acknowledge that the HITECH Act requires the Secretary of HHS to issue additional regulations and interpretative guidance that is not available at the time of executing this Agreement. This Agreement will automatically incorporate such interpretive guidance and the obligations they impose on CMS such that both Parties remain in compliance with HIPAA and HITECH.
- (2) Ownership.** Covered Entities shall be and remain the sole and exclusive owner of their respective PHI.

- (3) Construction of Terms.** To the extent they are not clear, the terms of this Agreement shall be construed to allow for compliance by both Covered Entities with HIPAA and HITECH.
- (4) Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but both of which taken together shall constitute one and the same agreement.
- (5) Conflicts.** In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of HIPAA and HITECH, the HIPAA and HITECH provisions shall control. Where provisions of this Agreement are different than those mandated in HIPAA and HITECH, but are nonetheless permitted by HIPAA and HITECH, the provisions of this Agreement shall control. The terms and conditions of this Agreement will override and control any conflicting term or condition of Agreement. All nonconflicting terms and conditions of Agreement remain in full force and effect.
- (6) Penalties, Investigations and Cooperation.** In addition to any damages recoverable under this Agreement, the Parties acknowledge that certain breaches or violations of this Agreement may result in litigation or investigations resulting in the civil liability and/or criminal penalties pursued by federal or state governmental authorities of the United States. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, compliant, action or other inquiry.
- (7) No Third Party Beneficiaries.** Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- (8) Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the date signed.

**Illinois Department of Central
Management Services**

Sangamon County

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Attachment B

LIABILITY WAIVER/CONSENT FOR TREATMENT
INFLUENZA VACCINATION

Please PRINT the following information.

NAME _____
Last First M.I.

BIRTHDATE ____ / ____ / ____ AGE _____

HOME ADDRESS _____
Street or P.O. Box

City State Zip Code

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER _____

The provision of a flu shot is a gratuitous one being made available to you by your employer. You do not have to participate. If you do, we request that you provide us with the last four digits of your social security number so that your bill when submitted can be readily identified and paid. The request for the last four digits of your social security number is voluntary in nature and is not mandated by any statute. These digits, along with the other information on this form, will be used to facilitate prompt payment to the health care provider and in any other manner consistent with HIPAA, State and federal statute and regulations. Thereafter, information will be kept confidential as required by HIPAA and all other state and federal statutes and regulations. If you choose not to disclose the last four digits of your social security number, please provide either your home address and/or date of birth.

Consent for Treatment: I have read, or have had explained to me, the CDC's Vaccine Information Statement regarding influenza vaccination. I have had an opportunity to ask questions which were answered to my satisfaction. I understand the benefits and risks of influenza vaccination and request that the influenza vaccination be given to me.

SIGNATURE _____ TODAY'S DATE _____

Signature of Vaccine Administrator _____, R.N.

Attachment C

SAMPLE INVOICE

Vendor Name
 Street address or P.O. Box
 Street Address or P.O. Box Line 2
 City, State, Zip Code
 Contact Name
 Contact Telephone Number

Employer Identification Number _____

Invoice # _____

Invoice Date _____

Service Description	Service Date(s)	Location	Quantity	Rate	Amount Billed
Vaccine Purchase	11/05/12	Community Center	50	25	1,250
Vaccine Admin	11/05/12	Community Center	50	25	1,250
Vaccine Purchase	11/20/2012-11/25/2012	Clinic	20	25	500
Vaccine Admin	11/20/2012-11/25/2012	Clinic	20	25	500
Total					\$3,500.00

The Vendor hereby certifies that the supplies provided and services performed and expenses incurred as stated above have met all of the required standards set forth in the Agreement.

Authorized Signature _____ Date _____