



INSTRUCTIONS FOR COMPLETING AND RETURNING THE CCDPH REFERRAL AND LINKAGE AGREEMENT

Thank you for your interest in entering into a Referral and Linkage Agreement (“Agreement”) with the Cook County Department of Public Health (“CCDPH”). CCDPH has developed a standard Agreement that is attached.

To complete the Agreement you will need to do the following:

1. Fully complete all the fields in the Agreement as follows:
 - a. On page 1, in the Agreement title, enter the legal name of your agency.
 - b. On page 1, in the first paragraph, enter the legal name of your agency.
 - c. On page 1, in the first paragraph, enter the primary office address of your agency.
 - d. On page 3, in subsection L. Notices, enter all information requested.
 - e. On page 4:
 - i. Enter the name and title of the legally authorized signatory,
 - ii. Enter the legal name of your agency, and
 - iii. Enter your agency’s FEIN.
2. Print 3 copies of the entire Agreement and have page 4 signed and dated by your legally authorized signatory.
3. On page 5, attach **evidence of accreditation and/or licensure as required by section V, subsection D of the Agreement.**
4. Send CCDPH the 3 **originally signed** agreements **with evidence of accreditation and/or licensure attached as required by section V, subsection D of the Agreement** to:

Attention: Program Coordinator – TB Control
Cook County Department of Public Health
7556 West Jackson Boulevard
Forest Park, Illinois 60130
Re: CCDPH Referral and Linkage Agreement

Please note that you must send 3 copies of the entire Agreement, not just signature pages. Also, please note that CCDPH must receive 3 originally signed Agreements. Faxed or emailed copies cannot be accepted or processed.

After CCDPH receives your 3 fully completed and signed copies of the Agreement and CCHHS and CCDPH signs the Agreement, a copy of the fully executed Agreement will be sent to you by email and/or mail.

If you have questions you may contact the Program Coordinator for TB Control at (708) 633-2010.

**REFERRAL AND LINKAGE AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND**

This **Referral and Linkage Agreement (“Agreement”)** is entered into by and between the County of Cook (“County”), through its **Cook County Department of Public Health (“CCDPH”)**, an affiliate of the Cook County Health and Hospitals System (“CCHHS”), with primary administrative offices located at 15900 South Cicero Avenue, Oak Forest, Illinois 60452, and _____ (“Agency”) located at _____ to describe the reciprocal relationship that will facilitate professional, appropriate, effective and confidential referrals between the parties for the provision of certain services provided by the parties.

RECITALS

WHEREAS, the County operates CCDPH, a System Affiliate of CCHHS, and the local health department certified by the Illinois Department of Public Health (“IDPH”) to serve all of suburban Cook County, Illinois except those areas served by another IDPH-certified local health department; and

WHEREAS, the parties recognized that each party provides certain valuable services and that the parties respective clients may benefit from the types of services offered by the other party; and

WHEREAS, the parties desire to establish a referral and linkage agreement whereby either party may refer its clients to the other party for certain services;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the sufficiency and adequacy of which is hereby acknowledge, the Parties agree as follows:

I. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

II. TERM AND TERMINATION

This Agreement shall become effective upon execution by the parties and shall continue until terminated by either party as provided herein. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

III. REFERRAL REQUIREMENTS

The parties shall adhere to the following referral requirements:

- A.** Pursuant to this Agreement, the parties may refer their respective clients who are residents of suburban Cook County, for the provision of certain services provided by each party as set forth in Sections IV and V of this Agreement.
- B.** Neither party shall be entitled to receive any compensation from the other nor shall any fees be charged for referrals made or accepted by either party pursuant to the provisions of this Agreement.
- C.** Referred clients shall meet the program requirements of the non-referring party.
- D.** The parties shall obtain written authorization from the client for the receipt of services and the transfer of any necessary protected health information of the client and/or all or portions of the client’s medical record to the non-referring party.
- E.** Nothing in this Agreement shall require either party to make a client referral or accept a referred client.
- F.** In making or accepting client referrals, the parties shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human

Rights. 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.

- G. A client's financial status or ability to pay for services rendered shall not be a factor in determining whether a party should make or accept a client referral.
- H. The provision or continuation of services provided to a referred client by a non-referring party shall be contingent upon the non-referring party's ability to provide services.
- I. This Agreement is non-exclusive and does not prohibit either party from entering into similar agreements with other entities.

IV. **RESPONSIBILITIES OF CCDPH**

CCDPH shall:

- A. Provide appropriate clinical and other public health related services on an outpatient basis within its capability and capacity to suburban Cook County residents referred by Agency to CCDPH.

V. **RESPONSIBILITIES OF AGENCY**

Agency shall:

- A. Provide appropriate services within its capability and capacity to clients referred by CCDPH to Agency.
- B. Not refer clients to CCDPH for primary care services.
- C. Only refer clients to CCDPH who are suburban Cook County residents.
- D. **Provide evidence to CCDPH, with the signed copy of this Agreement, of applicable accreditation and/or licensure for all Agency services provided and any other documentation requested by CCDPH (Attached hereto as Exhibit A).**
- E. Immediately notify CCDPH in writing regarding any change in Agency's applicable accreditation and/or licensure status.

VI. **COMPENSATION FROM REFERRED CLIENTS FOR SERVICES PROVIDED**

- A. Nothing herein shall prevent the non-referring party from seeking reimbursement from applicable sources for services it provides to the referred clients.
- B. Neither party shall be responsible for the payment to the other for any services provided to referred clients.

VII. **MISCELLANEOUS**

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

- A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No promises, terms, or conditions not recited, incorporated, or referenced herein shall be binding upon any party.
- B. **Amendment and Assignment.** This Agreement may not be amended or assigned without the written agreement of both parties.
- C. **Health Information Privacy.** The parties shall comply with all applicable laws and rules relating to the confidentiality of protected health information ("PHI") including, but not limited to: the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") as amended, 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") and CCHHS/CCDPH policies and procedures with respect to medical records and confidentiality.
- D. **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 either 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. In the event of a claim, each party shall be responsible for its own defense.

- E. Relationship of the Parties.** CCDPH and Agency 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 CCDPH and Agency other than that of independent contractors.
- F. No Third Party Beneficiaries.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties only and are not intended to create any rights in third parties.
- G. 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.
- H. Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
- I. Confidentiality.** The parties shall comply with all applicable laws relating to the confidentiality of client health information generated, created or reviewed in connection with this Agreement. The parties shall maintain the confidentiality of, and refrain from disclosing, protected health information except as permitted by law.
- J. Compliance with the Law.** In the performance of this Agreement, Agency, its 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. Agency shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Agency shall obtain, at its own expense, all licenses and permissions necessary for the performance of this Agreement.
- K. 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 neither 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.
- L. Notices.** Any notices required to be given under this Agreement shall be sent to the parties by U.S. Mail and by confirmed facsimile or email:

To: _____

Attention: _____

Title: _____

Agency: _____

Address: _____

City, State Zip: _____

Phone: _____

Fax: _____

Email: _____

To CCDPH:

Terry Mason, M.D.
 Chief Operating Officer
 Cook County Department of Public Health
 15900 South Cicero Avenue
 Oak Forest, Illinois 60452
 Phone: (708) 633-2000
 Fax: (708) 633-4140
 Email: jshelton@cookcountyhhs.org

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

FOR AGENCY:

Signature: _____
Name: _____
Title: _____
Agency: _____
FEIN: _____

Date: _____

FOR COOK COUNTY HEALTH AND HOSPITALS SYSTEM/COOK COUNTY DEPARTMENT OF PUBLIC HEALTH:

John J. Shannon, M.D.
Chief Executive Officer
Cook County Health and Hospitals System

Date: _____

Acknowledged by:

Terry Mason, M.D.
Chief Operating Officer
Cook County Department of Public Health

Date: _____

REFERRAL AND LINKAGE AGREEMENT

EXHIBIT A:
EVIDENCE OF ACCREDITATION AND/OR LICENSURE

Agency MUST attach evidence of accreditation and/or licensure for all Agency services provided.