

MEMORANDUM OF AGREEMENT
BETWEEN
COOK COUNTY HEALTH
AND
MAINE TOWNSHIP

This **Memorandum of Agreement (“MOA”)** 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 (“CCH”)**, on behalf of its Office of Behavioral Health and the **Cook County Department of Public Health (“CCDPH”)**, and **Maine Township (“MTS”)**, for the installation and operation of Naloxone Vending Machine(s).

RECITALS

WHEREAS, CCH provides health care to persons residing in Cook County, and is comprised of the following system affiliates: the John H. Stroger, Jr. Hospital of Cook County (“Stroger Hospital” or “SHCC”); Provident Hospital of Cook County (“Provident”); the Ambulatory and Community Health Network of Cook County (“ACHN”); Oak Forest Health Center; Cermak Health Services of Cook County (“Cermak”); the Ruth M. Rothstein CORE Health Center (“CORE”); and the Cook County Department of Public Health (“CCDPH”); and

WHEREAS, CCH, with primary offices located at 1950 West Polk Street, Chicago, IL, 60612.

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;

WHEREAS, MTS is an Illinois not-for-profit organization with a mission to improve the quality of life for children, youth and families through holistic social services offered in a culturally sensitive environment; and

WHEREAS, the State of Illinois, including the County of Cook, is experiencing a growing opioid epidemic; and

WHEREAS, Naloxone Hydrochloride (“Naloxone”) has been proven effective to be used to reverse opioid overdoses, including those caused by heroin, fentanyl, and certain prescription pain medications; and

WHEREAS, CCDPH has piloted a program to place Naloxone Vending Machine(s) (“Vending Machine(s)”) in locations within its jurisdiction to remove barriers and increase access to Naloxone; and

WHEREAS, CCDPH wishes to arrange for placement of Vending Machine(s) within Locations maintained by the MTS, and MTS agrees to this placement.

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, MTS and CCH/CCDPH hereby agree as follows:

I. INCORPORATION OF RECITALS

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

II. TERM AND TERMINATION

- A. Term.** This MOA shall be effective July 1, 2025, and shall expire December 31, 2026. Upon the expiration of such term (or any renewal term), this MOA may be renewed for up to two (2) successive one (1) year terms by written agreement of the parties at least 30 days prior to the applicable renewal.
- B. Termination.** Either party may terminate this MOA with thirty (30) days written notice to the other

party.

- C. **Immediate Termination.** Notwithstanding the Termination provision set forth in section II(B) above, CCDPH may immediately terminate this MOA in the event that CCDPH no longer maintains authority to distribute Naloxone, or for legislative, funding, governmental, or other administrative factors.

III. GRANT TO CCH

Subject to the terms and conditions of this MOA and the limitations set forth below, MTS hereby grants permission to CCH/CCDPH to install a Vending Machine in each of the following location ("Locations"):

1700 Ballard Rd., Park Ridge, IL 60068

IV. OWNERSHIP

MTS hereby acknowledges that all right, title and interest in Vending Machine(s) shall at all times remain that of CCH/CCDPH. MTS shall have no right, title or interest therein, and CCH/CCDPH is not authorized to grant any right or license with respect thereto with respect to the Vending Machine(s) as well as the Naloxone and Naloxone administration products stocked within the Vending Machine(s) except as expressly set forth in and permitted under this MOA.

V. INSTALLATION

MTS will be responsible for installing the vending machine at their facility after delivery from the vendor. MTS will ensure that the location provided has ample space for the vending machine, including space between any walls and the vending machine to ensure that the machine does not overheat.

VI. THEFT AND VANDALISM

Except as is reasonably attributable to the acts or omissions of MTS's personnel or other contractors, CCH/CCDPH shall bear the risk of loss to the Vending Machine(s) from theft or vandalism while the Vending Machine(s) are placed at Locations. MTS shall take all reasonable precautions to assure that Vending Machine(s) are not vandalized, damaged, or manipulated in any way. Should theft of a Vending Machine or vandalism to a Vending Machine itself occur, MTS shall notify CCH/CCDPH as soon as practicable. In the event that theft or vandalism continues, CCH/CCDPH reserves the right to remove the Vending Machine without notice. MTS shall perform routine checks of the Vending Machine(s) for vandalism and wear-and-tear.

VII. UTILITIES

MTS shall provide electricity, water, wi-fi, or any other utility service required to operate Vending Machine(s) at MTS's expense. MTS shall timely notify CCH/CCHHS of any extended outages or connectivity issues that impact the performance of the Vending Machine(s).

VIII. STOCKING, MAINTENANCE AND REPAIR

CCH/CCHHS will fill and re-stock the Vending Machine(s) with Naloxone or Naloxone administration products on an "as needed" basis. In restocking, CCH/CCHHS shall ensure the Vending Machines are clean so as to not detract from the appearance of Locations. CCH/CCDPH shall use its commercially reasonable efforts to keep the Vending Machine(s) in good working order and condition at all times during the Term.

CCH/CCHHS shall have the exclusive right to repair, replace, refurbish, or remove a Vending Machine. Notwithstanding the foregoing, MTS agrees to use its best efforts to keep the Vending Machine(s) in clean and sanitary condition, wholly free of all advertising and other materials at all times. MTS shall not itself, and shall not permit any other party to, repair, service, maintain, replace, or remove any Vending Machine except in coordination with CCH/CCDPH. In addition, MTS agrees to promptly notify CCH/CCDPH of any need for repair or service, and of any complaints respecting the Vending Machine(s). MTS further agrees to fully cooperate with CCH/CCDPH in effecting any necessary repairs or service, or in addressing any consumer complaints received.

IX. CCH/CCDPH'S OBLIGATIONS

CCH/CCDPH shall install Vending Machine(s) as soon as reasonably possible. CCH/CCDPH shall maintain each Vending Machine in good working order and regularly maintained consistent with the manufacturer

guidelines. If there is a major equipment failure, CCH/CCDPH will make every effort to complete repair within 5 business days. CCH/CCDPH shall use its commercially reasonable efforts to regularly service and properly maintain Vending Machine(s) at the Locations. MTS may terminate this AGREEMENT or require CCH/CCDPH to remove a Vending Machine in the event that the Vending Machine(s) is unsightly or its ongoing malfunctions reasonably detract from the MTS's reputation.

X. LIAISONS

CCH/CCDPH and MTS shall each identify a primary liaison together with their respective emergency contact information. These individuals shall be authorized to act on behalf of the parties to plan and facilitate the implementation of this MOA and to provide and receive information pursuant to this MOA.

XI. CONFIDENTIALITY

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 MOA 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 parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information except as permitted by law.

XII. RESPONSIBILITY FOR OPERATIONS

It is understood and agreed that each party to this MOA 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 MOA shall be liable for any negligent or wrongful act chargeable to the other. This MOA 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.

XIII. FEDERAL FUNDING

Expenses of CCH/CCDPH in relation to this MOA are funded through the American Rescue Plan Act. Obligations of the Parties with respect to this funding are set forth in Exhibit A, attached hereto and made a part of this MOA.

XIV. MISCELLANEOUS

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

- A. **Entire MOA: Amendment.** This MOA constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between the parties regarding the subject matter hereof. This MOA shall not be amended except by written agreement of the parties. CCH/CCDPH may enter into amendments to this MOA, 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 or the CCH Board of Directors.
- B. **Media Relations.** MTS agrees that any communication to the media or public regarding this MOA and the activities to be performed pursuant to this MOA shall be made by, or in collaboration with, the CCH Chief Communications and Marketing Officer or the CCDPH Director of Communications.
- 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 MOA, except as expressly approved in writing by the other party.
- D. **No Third Party Beneficiaries.** The terms of this MOA 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 MOA. In the event of a claim, each party shall be responsible for its own defense.

- F. Relationship of the Parties.** CCH/CCDPH and MTS are independent contractors for purposes of this MOA. Nothing contained in this MOA 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 MTS other than that of independent contractors.
- G. Governing Law.** This MOA shall be governed, interpreted, and construed in accordance with the laws of the state of Illinois and County of Cook.
- H. Severability.** If any provision of this MOA is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- I. Headings.** The headings to the sections of this MOA 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 MOA.
- 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 MOA.
- K. Compliance with the Law.** In the performance of this MOA, MTS, 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. MTS shall comply with applicable tax requirements, and shall be current in payment of such taxes. MTS shall obtain, at its own expense, all licenses and permissions necessary for the performance of its obligations pursuant to this MOA.
- L. Drafting of MOA.** Despite the possibility that one party or its attorneys has prepared a draft of this MOA or portions thereof, the parties agree that none of them shall be deemed the drafter of this MOA and that, in construing this MOA, 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 the other party.
- M. Notices.** All notices shall be in writing, sent by certified mail and by confirmed facsimile, return receipt requested, with proper postage pre-paid, and shall be deemed to have been given on the date of the mailing, and shall be addressed as follows:

To MTS:
Kimberly Jones

Maine Township
1700 Ballard Road
Park Ridge, IL 60068

To CCH/CCDPH:

Cook County Department of Public Health
7556 Jackson Blvd., Administrative Office
Forest Park, IL 60130

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

FOR MAINE TOWNSHIP:



Kimberly Jones
Supervisor
Maine Township

Date: October 7, 2025

FOR COOK COUNTY DEPARTMENT OF PUBLIC HEALTH:



Erik Mikaitis, MD
Chief Executive Officer
Cook County Health

Date: September 29, 2025



Kiran Joshi, MD
Chief Operating Officer
Cook County Department of Public Health

Date: September 29, 2025

EXHIBIT A: