

**Village of North Riverside, IL**  
**Public Safety Committee Agenda**

**August 14, 2023**

**6pm**

**Location: NR Board Room**

**Meeting and Public Comment Procedures:**

The Public Safety Committee will meet in person. Public comments shall be limited to no more than a total of 30 minutes. Persons seeking to address the Committee shall be limited to 3 minutes. Public comments are welcome on any topic related to the business of the Public Safety Committee during the portion of the meeting designated for public comments. Individuals who wish to comment must first be recognized by the Committee Chair and then identify themselves prior to speaking.

**Committee of the Whole Structure:**

Trustee Santucci, Chairman

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes**
- IV. Public Comments**
- V. New Business**
  - EMT Field Internship Programs
  - Cook County Sheriff's Office Prescription Drug Take Back Program
- VI. Adjournment**

Posted: August 11, 2023

**COOPERATIVE AGREEMENT  
BETWEEN  
(Village)  
AND  
TRITON COLLEGE, DISTRICT #504, RIVER GROVE, ILLINOIS**

Agreement made by and between **The Village of \_\_\_\_\_ Fire Department** hereinafter referred to as “**Fire Department**” and **Triton College**, hereinafter referred to as “**Triton**”.

In consideration of the mutual promises and agreements hereinafter set forth, Fire Department and Triton agree as follows:

**I. GENERAL PROVISIONS:**

- A. This affiliation is for the sole and limited purpose of providing clinical training (internship) in Emergency Medical Services Program and Fire Science Program to students enrolled at Triton under the auspices of Fire Department.
- B. Nothing herein shall be deemed to create any association, partnership, or joint venture between Fire Department and Triton.
- C. Students or trainees enrolled at Triton who participate in this program at Fire Department shall be referred to herein as “students”. Employees of Triton who are involved in the instruction or supervision of the training of the students shall be referred to herein as “faculty”. Nothing herein shall be deemed to create an employee-employer relationship between the students and Fire Department or faculty and Fire Department, and such students and faculty are not to be considered as employees of Fire Department for any purpose, and are not entitled to any of the benefits that accrue to or are provided by Fire Department to its employees. Further, none of the benefits of employment at Triton shall accrue to any employee of Fire Department, including the accrual of tenure.
- D. No student, faculty or staff will be discriminated against by either party hereto on the basis of sex, race, creed, religion, national origin, age, or disability or any other factor as protected by law, rule or regulation in any aspect of this affiliation.
- E. Triton shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus,

appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Triton will provide proof of insurance to Fire Department upon request.

Fire Department shall maintain in force for the duration of this Agreement comprehensive malpractice or professional liability insurance providing coverage against all claims, demands, loss of judgments arising out of any act or omission of students or faculty, with respect to the rendering or failure to render medical or nursing treatment or any other health-related care, and the administration of drugs or use of medical supplies, apparatus, appliances and equipment. This policy shall provide coverage against the aforementioned risks in the amount of not less than two million dollars (\$2,000,000) per occurrence, and five million dollars (\$5,000,000) aggregate. Fire Department will provide proof of insurance to Triton upon request.

- F. Fire Department agrees to hold harmless and indemnify Triton, its officers, trustees, faculty, employees, agents and students against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Triton, its officers, trustees, faculty, employees, agents and students, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Fire Department, its officers, agents, faculty or employees, under this Agreement.

Triton agrees to hold harmless and indemnify Fire Department against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Fire Department, including reasonable attorney's fees and expenses, arising out of the acts or omissions of Triton, its trustees, officers, agents, students, faculty or employees, under this Agreement.

## **II. FIRE DEPARTMENT SHALL:**

- A. Maintain the standards required for approval and/or accreditation for the educational program(s).
- B. Make available, and permit the use of, the following by Triton faculty and students:
1. Fire Department Facility
  2. Rooms, or areas, in which groups of students may hold discussions and receive clinical instruction;

3. Supplies and equipment commonly available for patient care (emergency medical services), and sources of information for educational purposes;
  4. Conference room.
- C. Provide emergency medical care in cases of accidents occurring on duty; however, all students are solely responsible for their own medical fees.
  - D. Designate a member of its staff qualified in Program to serve as coordinator. The coordinator will represent Fire Department in matters related to Program.
  - E. Provide services of its staff when/where possible on a guest lecturer basis with the mutual agreement of Fire Department and Triton.
  - F. Assure that students, while performing as such, will not replace members of Fire Department staff.

**III. TRITON SHALL:**

- A. Assume responsibility for any necessary approval by the Illinois Community College Board.
- B. Provide qualified faculty members, who are competent practitioners.
- C. Plan all clinical instruction, hours, days, and places of assignment in cooperation with, and with the approval of, the Medical Director of the Department or his/her designated representative.
- D. Be responsible for student grading.
- E. Advise students of the requirement to observe policies, procedures, and other regulations imposed by Fire Department in connection with professional conduct and patient welfare. These rules and regulations shall be covered by the immediate supervisor of the students during the first day of clinical study and/or during the orientation. Fire Department may resolve any problem situation in favor of the patient's welfare and restrict, limit, or end student involvement until any incident in question can be clarified by Fire Department staff and any involved faculty member. Triton shall withdraw, upon recommendation, any student(s) who fail(s) to meet the standards agreed upon.
- F. Make all reasonable efforts to assure that students will be subject to the authority, policies, and regulations of Fire Department.

- G. Advise students of the requirement to submit complete physical examination forms, as required by Fire Department.
- H. Comply with the removal of a student from Fire Department if after a conference it is the reasonable opinion of Fire Department that the student's performance or conduct is detrimental to patients or Fire Department personnel.
- I. Require students to carry hospitalization insurance.
- J. Require students to maintain current CPR certification

**IV. FIRE DEPARTMENT AND TRITON SHALL:**

- A. Jointly develop a clinical instruction guide designed to meet the educational aims of the entire Program curriculum. The clinical instruction guide shall describe the proposed clinical areas, patient care, and patient service facilities to be utilized by Triton.
- B. Have the right to request conferences to be scheduled at regular intervals for the purpose of planning, discussing, and enhancing the Program.

**V. IT IS FURTHER AGREED THAT:**

- A. The terms and conditions of the Agreement may be amended, deleted, or new provisions added from time to time upon written agreement of the authorized agents of the parties.
- B. This writing shall constitute the sole agreement between the parties.
- C. This Agreement shall commence upon execution by duly authorized officer of the parties hereto, in their official capacities only, and shall have an initial term of one (1) year.
- D. This Agreement will automatically renew for additional one (1) year terms unless either party provides notice of intent to terminate the Agreement as provided herein.
- E. Either party may terminate the Agreement upon written notice of one (1) semester or five (5) months, whichever is less, to the other party with or without cause. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein.
- F. This Agreement shall be construed under the laws of Illinois. If any provision shall be invalid under such laws, such invalidity shall not

invalidate the entire agreement, but it shall be construed as if not containing the particular provisions held to be invalid, and all rights and obligations of the parties shall be construed and enforced accordingly. All disputes shall be resolved in the Circuit Court of Cook County.

- G. Each of the parties hereto, and the individuals executing the Agreement for them, represent to the other party that they have the requisite power and authority to make and enter into this agreement and to perform its obligations thereunder, and that this agreement does not violate any provisions of the corporate charter or bylaws of any corporate party or any statute, act, or ordinance under which any unincorporated institution party hereto is organized, or violate any agreement or commitment executed or made by any party.
- H. Fire Department assumes full responsibility for the payment of all federal, state and local taxes incurred by Fire Department as a result of this Agreement.
- I. This Agreement is executed by an authorized representative of Triton College in the representative's official capacity only and the representative shall have no personal liability under this Agreement.
- J. Fire Department represents that it possesses all professional or business licenses required by law, if any, and all qualifications and accreditations necessary to fully perform its obligations.
- K. In no event shall either party be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenue, profit or savings.
- L. Fire Department certifies that it maintains a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
- M. If Fire Department has more than 25 employees, Fire Department certifies that it provides a Drug Free Workplace in compliance with the Drug Free Workplace Act. 30 ILCS 580/1 et seq.
- N. Time is of the essence of this Agreement.
- O. Notices required to be sent hereunder shall be sent by prepaid registered mail with return receipt requested, and are effective upon receipt.

**NOTICES TO FIRE DEPARTMENT SHALL BE SENT TO:**

(Village contact information)

**NOTICES TO TRITON COLLEGE SHALL BE SENT TO:**

Pamela Harmon Dean of Health Careers and Public Service Programs  
Triton College H-120  
2000 North Fifth Avenue  
River Grove, Illinois 60171  
Facsimile: (708) 779-4902

With a copy to:

Sarie Winner  
Kusper & Raucci Chartered  
30 North LaSalle Street  
Suite 3400  
Chicago, Illinois 60602

**FOR FIRE DEPARTMENT:**

\_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**FOR TRITON COLLEGE:**

\_\_\_\_\_

TITLE Mark R. Stephens, Chairman

\_\_\_\_\_

TITLE Tracey Jennings, Secretary

# **Standard Clinical Affiliation Agreement EMS**

## **(Revised) February 2022**

**This agreement is designed for use as a standardized form. Parties should call one another's attention to any specific changes made or proposed to be made to the template, to ensure an accurate, common understanding of their agreement.**



**AFFILIATION AGREEMENT  
BETWEEN  
MORTON COLLEGE  
AND**

**FIL IN**

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**THIS AFFILIATION AGREEMENT** (the “**Agreement**”) is entered into this \_\_\_ day of, \_\_\_\_\_, 2022 by, and between \_\_\_\_\_ (“the **Facility**”) and **Morton College** (“the **School**”). (For convenience, the Facility and School are sometimes hereinafter referred to individually as a “**Party**”) and collectively as the “**Parties**”).

**WHEREAS**, the School desires to utilize various Facility sites (**Exhibit A**) that may be available for the purpose of providing practical learning and clinical experiences (**Exhibit B** for a list of programs and **Exhibit C** for program-specific requirements) in connection with students of the School; and

**WHEREAS**, the Facility is a duly licensed and accredited medical facility established under the laws of the State of Illinois; and

**WHEREAS**, the Facility desires to enter into this cooperative educational agreement with the School for the purpose of providing practical learning and clinical experience for the program(s) set forth in **Exhibit B** in connection with students of the School.

**NOW, THEREFORE**, it is understood and agreed upon by the Parties hereto as follows:

**A. SCHOOL RESPONSIBILITIES:**

**1. Provision of foundational curriculum to students.** The School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

**2. Student professional liability insurance.**

(i) State Colleges and Universities

If the School is a state college or university, the School shall require students participating in the practicum to maintain and, the School shall provide proof to the Facility, of a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility.

(a) **General Liability:** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party.

(b) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(c) Provided further, in the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

(ii) Other Colleges and Universities

Unless otherwise specified in **Exhibit C**, the School shall require students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the facility. Certificates of insurance evidencing coverage as specified above must be produced prior to student participation in the program. The School shall require students participating in the program to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student.

**3. Designation of liaison to Facility; communications relating to clinical placements.**

The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

**4. Evidence of student certifications, vaccinations, etc.** Where applicable, the School shall provide evidence that student has met all requirements of CPR certification, hepatitis B and influenza vaccinations, and OSHA compliance for prevention of transmission of blood borne pathogens and TB.

**5. Criminal background check and drug screen compliance.** Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed student prior to participation in the clinical rotation. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by policy.

**6. School notices to students.** The School shall notify each student prior to his/her arrival at the Facility that he/she is required to:

- (a) Follow the administrative policies, standards, and practices of the Facility.
- (b) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conform to the standards and practices established by the School while functioning at the Facility.

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of JCAHO and/or other relevant accrediting or regulatory bodies.

## **B. FACILITY RESPONSIBILITIES:**

**1. Provision of facilities for supervised clinical experiences.** Subject to the provisions of Section C of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures.

**2. Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

**3. Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.

**4. Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.

**5. Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the clinical program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

**6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

**7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by

representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.

**8. Provision of relevant Facility policies.** The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the clinical placement.

**9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

### **C. OTHER RESPONSIBILITIES:**

**1. Compliance with patient privacy laws.** The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act ("HIPAA"). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The Parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School or any other educational institution similar to the School is a Business Associate ("**Business Associate**"), as described in the federal privacy regulations, the School shall, upon a date mutually agreed by the parties, abide by the conditions and requirements as stated in **Exhibit D** through the remainder of the term of this Agreement.

**2. Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

**3. Determination of number of participating students.** The number of students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the clinical education program with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.

**4. Evaluation of students' clinical experiences.** Evaluation of the clinical learning experiences of the students will be accomplished jointly by the School and the Facility.

Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to students.

**5. Removal of students.**

(a) The School has the right to remove a student from a clinical education program. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a clinical education program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

**D. TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years, to commence on [REDACTED] and terminate on [REDACTED] unless earlier terminated by either Party under the terms of this Agreement. Either Party may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

**E. ADDITIONAL TERMS:**

1. **Stipulations as to liability.** Subject to applicable state law, neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other Party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Indemnification.** Each Party will indemnify and hold the other harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, that may arise against the other as a consequence of any and all wrongful or negligent acts or omissions by such Party, its employees, agents, students or contractors, or any failure of such Party to act in performance of its duties and obligations under this Agreement. The provisions of this Section shall survive expiration, cancellation or termination of this Agreement.
3. **Additional insurance coverage.** Any additional applicable insurance coverage requirements shall be set out by the parties in Exhibit C to this agreement.
4. **Qualifications of School faculty.** The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. The School will provide the Facility with copies of evidence of certifications or licensures.

5. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
6. **Excluded Providers.** Each Party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
7. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties.
8. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.
9. **Non-Discrimination.** The Parties hereto 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, color, religion, sex, national origin, age, ancestry, military status, sexual orientation, physical or mental disability, order of protection status, marital status or other legally protected category in the placement/removal, employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
10. **Employment status.** No assigned student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
11. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of: (a) the date actually received by the party in question, by whatever means and however addressed; or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

[FILL IN]

With a Copy to:

Facility Legal Counsel:

[FILL IN, IF NECESSARY]

If to the School:

Stanley Fields, President  
Morton College  
3801 S. Central Avenue  
Attention: Stanley Fields  
Phone: (708) 656-8000

With a Copy to:

The School Legal Counsel at:  
DelGaldo Law Group, LLC  
1441 S. Harlem Ave.  
Berwyn, IL 60402  
(708) 222-7000

or to such other addresses as the parties may specify in writing from time to time.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
14. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
15. **Agreement binding on parties' successors and assigns.** This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

16. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

17. **Force Majeure.** Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, civil disorder, earthquakes, pandemics, or other acts of nature, curtailment of transportation services, or other emergency beyond such Party's reasonable control. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance hereunder continues for a period in excess of thirty (30) calendar days, the other Party shall have the right to terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party.

18. **After-enacted laws.** If, prior to the cancellation, termination or expiration of this Agreement, any federal, state or local authority or regulatory body including, but not limited to, the Centers for Medicare and Medicaid, Department of Health and Human Services, or the Internal Revenue Service, determines that this Agreement is illegal or jeopardizes either Party's tax exempt status or otherwise materially affects either Party's business, then the affected Party shall give the other Party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the Parties initiate no acceptable cure or remedy, then the affected Party may terminate this Agreement upon ten (10) calendar days' prior written notice to the other Party

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**[FILL IN]**

**MORTON COLLEGE**

**[FILL IN TITLE]**

**President**

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**Location Of Facility Sites**

**[FILL IN ALL AGREED TO LOCATIONS]**

**EXHIBIT B**

**List of Programs**

EMS

Morton College  
3801 S. Central Avenue  
Cicero, IL 60804

**EXHIBIT C**

**PROGRAM SPECIFIC REQUIREMENTS**

(Each program shall have its own program specific requirement checklist)

Facility: \_\_\_\_\_

School: Morton College

Program: EMS

**Facility Requires:** Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Verification that the student/s have met the requirements for Hepatitis B vaccination with proof of titer.		
2. Verification that student/s have met the requirements for the Rubella, Rubeola and Mumps vaccination with proof of titer.		
3. Verification that student/s have met the requirements for the Varicella (Chicken pox) vaccination with proof of titer.		
4. Verification that student/s have met the requirements for Tetanus, Diphtheria, and Pertussis (Tdap) vaccination with proof of titer.		
5. Verification that the student/s have an annual TB screening with a QuantiFERON test.		
6. Verification that the student/s have a flu shot for the current flu season.		
7. Verification that students have an annual Physical Examination		
8. Verification that the student/s have a COVID-19 Vaccination with proof of vaccination Other: or proof of weekly testing, which is responsibility of the student.		
9. OSHA compliance for prevention of transmission of bloodborne pathogens and TB		
10. Current American Heart Association Healthcare Provider CPR card		
11. Proof of student professional and general liability (paragraph A.2)		
12. Proof of comprehensive health insurance (paragraph A.2)		
13. Additional insurance coverage If yes, type of insurance and coverage required:		
14. Evidence of relevant faculties' certifications or licensures (paragraph E.2)		
15. Other:		

**School Requires:** Please put a check in the box to indicate requirements.

Requirement	Yes	No
1. Copy of relevant facility policies (paragraph B.8)	x	
2. Evidence of academic credentials, certifications and licensures of individual(s) overseeing student(s) experiences (paragraph B.6)	x	
3. Other		x

## **EXHIBIT D**

### **Confidentiality of Protected Health Information**

#### **1. Definitions**

The following definitions apply to this Exhibit to the Agreement.

- a. Business Associate. "Business Associate" shall mean ("The School").
- b. Facility. "Facility" shall mean
- c. Individual. "Individual" shall refer to a patient and have all the same meaning as the term "individual" in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- d. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- e. Protected Health Information. Protected Health Information ("PHI") shall have the same meaning as the term "PHI" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Facility.
- f. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.
- g. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- h. Capital Terms. All other capital terms referenced herein shall bear the meaning ascribed thereto in the Agreement.

#### **2. Obligations of Business Associate**

- a. Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.
- d. Business Associate agrees to report to the Facility any use or disclosure of the PHI not provided for by the Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Facility, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. If Business Associate obtains PHI in a Designated Record Set, Business Associate shall provide access, at the request of the Facility, and in the mutually agreed time and manner, to any such PHI in a Designated Record Set, to the Facility or, as directed by the Facility, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. If Business Associate obtains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Facility directs or agrees to pursuant to 45 CFR §164.526 at the request of the Facility or an Individual, and in the mutually agreed time and manner.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Facility, available to the Facility or to the Secretary, in a mutually agreed time and manner or as designated by the Secretary, for purposes of the Secretary determining the Facility's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

j. Business Associate agrees to provide to the Facility or an Individual, in a mutually agreed time and manner, PHI obtained in accordance with this Agreement, to permit the Facility to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

3. **Permitted Uses and Disclosures by Business Associate** Except as otherwise limited in the Agreement, Business Associate may use or disclose PHI to perform functions related to the clinical portion of the Program under the Affiliation Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Facility or the minimum necessary policies and procedures of the Facility.

4. **Obligations of the Facility and Provisions for the Facility to Inform Business Associate of Privacy Practices and Restrictions if Relevant to Business Arrangement**

a. The Facility shall notify Business Associate of any limitation(s) in its notice of privacy practices of Facility in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Facility shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. The Facility shall notify Business Associate of any restriction to the use or disclosure of PHI that the Facility has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. **Permissible Requests by the Facility.** The Facility shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Facility.

6. **Term and Termination**

a. **Term.** The obligations of this Attachment shall be effective upon the same date as the Effective date of the Agreement and shall continue until all PHI provided by Facility to Business Associate, or created or received by Business Associate on behalf of the Facility, is destroyed or returned to Facility. If it is infeasible to return or destroy PHI, all protections are extended to such PHI, in accordance with the termination provisions in this Section of the Attachment.

b. **Termination for Cause.** Upon the Facility's knowledge of a material breach of this Attachment by Business Associate, the Facility shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by and to the satisfaction of the Facility;

(ii) Immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure is feasible, the Facility shall report the violation to the Secretary.

c. Except as provided in Section 7 of this Attachment, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from the Facility, or created or received by Business Associate on behalf of the Facility. If Business Associate destroys all or some of the PHI, Business Associate shall deliver to the Facility an authorized and executed Affidavit, attesting to the facts of such destruction. Business Associate shall retain no copies of the PHI. This subsection shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate

d. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Facility notification of the conditions that make return or destruction infeasible. Upon mutual agreement between Business Associate and the Facility, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Attachment 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 Business Associate maintains such PHI.

7. **Interpretation.** Any ambiguity in this Attachment shall be resolved to permit the Facility to comply with the Privacy Rule.

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**THE VILLAGE OF NORTH RIVERSIDE**  
**Cook County, Illinois**

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**RESOLUTION**  
**NO. 23-R-\_\_\_\_\_**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE  
VILLAGE OF NORTH RIVERSIDE AND THE COOK COUNTY  
SHERIFF'S OFFICE FOR THE PARTICIPATION IN A PRESCRIPTION  
DRUG TAKE BACK PROGRAM**

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**VILLAGE OF NORTH RIVERSIDE  
Cook County, Illinois**

**RESOLUTION NO. 23-R-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF  
UNDERSTANDING BY AND BETWEEN THE VILLAGE OF NORTH RIVERSIDE  
AND THE COOK COUNTY SHERIFF’S OFFICE FOR THE PARTICIPATION IN A  
PRESCRIPTION DRUG TAKE BACK PROGRAM**

**WHEREAS**, the Village of North Riverside (“Village”) is a duly incorporated municipal corporation organized and operating under the laws of the State of Illinois; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, the Cook County Sheriff’s Office (“CCSO”) operates a Prescription Drug Take Back Program (“Program”) consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs in order to promote a safe and healthy community; and

**WHEREAS**, the corporate authorities of the Village deem it desirable and in the best interest of the Village to participate in the CCSO’ Program by placing a collection box on its property and allowing the CCSO to collect surrendered prescription drugs for recycling in accordance with the Program; and

**NOW THEREFORE, BE IT RESOLVED**, by the President and Board of Trustees of the Village of North Riverside, Illinois that the Village President is hereby authorized to execute on behalf of the Village, and the Village Clerk is authorized to attest to, a Memorandum of Understanding with the Cook County Sheriff’s Office for the participation in the CCSO’s Prescription Drug Take Back Program, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit “A”.

APPROVED THIS 17<sup>th</sup> day of July, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 17<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK



EXHIBIT A

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF  
NORTH RIVERSIDE AND THE COOK COUNTY SHERIFF'S OFFICE FOR THE  
PARTICIPATION IN A PRESCRIPTION DRUG TAKE BACK PROGRAM**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COOK COUNTY SHERIFF AND  
THE VILLAGE OF NORTH RIVERSIDE POLICE DEPARTMENT**

This Memorandum of Understanding (“MOU”) is made between the Cook County Sheriff’s Office, (“CCSO”) and the Village of North Riverside (“Village”) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to facilitate participation in the CCSO’s Prescription Drug Take Back Program.

**I. INTRODUCTION**

WHEREAS, the CCSO operates a Prescription Drug Take Back Program (“Program”) consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs in order to promote a safe and health community; and

WHEREAS, the Village desires to participate in the CCSO’s Program by placing a collection box on its property allowing CCSO to collect surrendered prescription drugs for recycling in accordance with the Program; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, the Parties agree as follows:

**II. DUTIES AND OBLIGATIONS OF THE PARTIES**

1. To fulfill the terms of this MOU, the Village by and through its Police Department agrees to:
  - a) Install a secure prescription drug collection receptacle (“collection receptacle”) which is acceptable to the U.S. Drug Enforcement Agency (“DEA”) in a location within its facility which is acceptable DEA, and which is accessible for community residents dispose of expired and unused non-liquid pharmaceutical drugs.
  - b) Permit CCSO access to the collection receptacle whenever necessary to retrieve the contents of the collection receptacle and to ensure compliance with applicable rules and regulations of state and federal law governing prescription drug take back programs.
  - c) Abide by all terms set forth under the Procedure for Collection and Destruction of Prescription Drugs (attached as Exhibit A) to ensure proper control and custody as well as collection and disposal of expired and unused prescription drugs collected under this MOU.
  - d) Complete all paperwork required by CCSO to ensure proper transfer of custody of all pharmaceutical drugs in a manner consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs.

2. To fulfill the terms of this MOU, CCSO agrees to:
  - a) Collect and dispose of all expired and unused non-liquid pharmaceutical drugs in a manner consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs.
  - b) Prepare and complete all such recordkeeping as consistent with applicable rules and regulations of state and federal law governing prescription drug take back programs and the CCSO.
3. As to all matters not specified in this MOU, all applicable rules and regulations governing the actions of the Cook County Sheriff's Office and the Village as well as state and federal laws governing prescription drug take back programs shall govern the parties.
4. The Parties understand and agree that this MOU and all obligations and agreements are effective contingent upon funds available for this program through Cook County, the Village, or other available sources.

### **III. INDEMNIFICATION**

The Village shall defend, indemnify, and hold harmless Cook County, CCSO and its officials, officers, employees and agents ("CCSO Indemnitees") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the CCSO Indemnitees and arise out of or are in any way related to the distribution, installation, or use of the pharmaceutical collection receptacles, or administration of the pharmaceutical collection program.

This program is may be made possible, in part, through funding by the MWRD. The Police Department shall defend, indemnify, and hold harmless the MWRD, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to the distribution, installation, or use of the pharmaceutical collection receptacles, or administration of the pharmaceutical collection program.

### **IV. TERM AND TERMINATION**

1. The term of this MOU shall begin on July 1, 2023 and shall end on December 31, 2023 (the “Initial Term”). The MOU shall automatically renew for additional two-year terms (each a “Renewal Term”) unless and until terminated or modified as set forth below. Either Party may terminate this MOU upon thirty (30) days written notice to the other Party.

## V. MISCELLANEOUS

1. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
2. **Applicable Law and Severability.** This MOU shall be governed in all respects by the laws of the State of Illinois. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections contained in this MOU shall not affect the remaining portions of this MOU or any part thereof.
3. **No Personal Liability.** No member, official, director, employee or agent of CCSO or the Police Department shall be individually or personally liable in connection with this MOU.
4. **Assignment.** This Agreement, or any portion thereof, shall not be assignable in whole or in part by either party.
5. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
6. **Notices.** All written notices, requests and communications may be made by mail or electronic mail to the email addresses set forth below.

To CCSO:

Cook County Sheriff’s Office  
General Counsel  
50 West Washington Street, Room 704  
Chicago, IL 60602

With a copy to:

Cook County Sheriff’s Office  
Supply Chain Management  
2323 South Rockwell, 1<sup>st</sup> Floor  
Chicago, IL 60602  
Electronic to: [sheriff.recycling@ccsheriff.org](mailto:sheriff.recycling@ccsheriff.org)

To Village of North Riverside:  
Christian Ehrenberg, Chief of Police  
Village of North Riverside Police Department  
2359 S. Des Plaines Avenue  
North Riverside, IL 60546

7. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) documents shall be deemed original for all purposes.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS THEREOF**, the Parties hereto have caused this MOU to be executed by their authorized representatives.

**VILLAGE OF NORTH RIVERSIDE**

\_\_\_\_\_  
Chief of Police

Date: \_\_\_\_\_

**COOK COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Nicholas Scouffas  
General Counsel

Date: \_\_\_\_\_

*Acknowledged by:*

\_\_\_\_\_  
Patricia Horne  
Director  
CCSO Supply Chain Management

Date: \_\_\_\_\_

**Cook County Sheriff's Office**  
**Prescription Drug Take Back Program**  
**Procedure for Handling and Destruction of Prescription Drugs**

This Procedure is for collection and destruction of prescription drugs by designated law enforcement officers of the Cook County Sheriff's Office (CCSO) permitted under state and federal drug enforcement and environmental law (Contraband Exclusion 40 CFR part 60.2887(p) and 60.2993(p)).

The authorized collection of prescription drugs for destruction to the custody of a designated law enforcement representative(s) of Cook County Sheriff's Office will be treated as any other release order maintaining the proper chain of custody.

This Procedure for handling and destruction of prescription drugs is as follows:

1. Each participating agency in the Prescription Drug Take Back Program's permanent collection network shall arrange to have a secure container, which is anchored to the ground and is kept under 24 hour surveillance by the presence of a law enforcement officers or under a camera surveillance system consistent with the standards established by the U.S. Drug Enforcement Agency.
  - a. The participating agency shall complete an agreement for maintaining its secure container and permit access for collection of prescription drugs by a designated law enforcement officer of the Cook County Sheriff's Office, complete all relevant portions of Certificate of Prescription Drugs Destruction Forms, and permit data to be shared concerning collection of prescription drugs from its secure container.
2. A designated law enforcement officer of the Cook County Sheriff's Office (CCSO Officer) will collect prescription drugs from each participating agency's secure container on a scheduled basis.
  - a. Immediately upon collection of the prescription drugs from the participating agency's secure container, the CCSO Officer will complete all relevant portions of a Certificate of Prescription Drugs Destruction Form:
    - PDDC Inv. Number
    - Agency Name
    - Agency Phone Number
    - Agency Address
    - Agency Email Address
  - b. The CCSO Officer in the presence of the designated agency representative will confirm that the items removed from the container are undisturbed.
    - Agency Representative Printed Name
    - Agency Representative Signature
    - Agency Supervisor Printed Name
    - Agency Supervisor Signature

3. The designated CCSO Officer will then take custody of the referenced prescription drugs.
4. The designated CCSO Officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the Prescription Drug Vault, including:
  - a. PRESCRIPTION DRUG COLLECTION
    - A. Quantity of Prescription Drugs Collection
    - B. Description of Prescription Drug Collected
    - C. CCSO Employee Name (Printed)
    - D. CCSO Employee Signature/Star
    - E. Collection Date
  - b. PRESCRIPTION DRUG STORAGE
    - A. FOR PDDC PROPERTY CONTROL ONLY (VAULT, SHELF #, LOCKER #)
    - B. PDDC PROPERTY LOG
  - c. PRESCRIPTION DRUG DESTRUCTION
    - A. Drug Disposal
    - B. Destruction Date
    - C. Recycling Vendor Date
    - D. Destroyed by CCSO Employee Signature/Star/Date
    - E. Recycling Vendor Name/Ticket #/Date
5. The designated CCSO Officer will immediately thereafter complete a Cook County Sheriff's Police Department (CCSPD) Property Inventory Form with the following information:
  - a. Offense/Classification Number should be listed as "7280/Other Police Services".
  - b. Complete Date Recovered.
  - c. Complete CR Number
    - A. Call Cook County Sheriff's Police Department Radio Dispatch to request CR number.
    - B. Obtain Inv. Number from CCSPD Desk.
  - d. At Item number, complete Quantity with number of collected boxes.
  - e. At Description of Property, write "Box or Bag Numerous Pharmaceutical/Drug Items.
  - f. At hash, mark a strike through (/) at dollar sign.
  - g. Under Check Any Boxes Applicable:
    - A. Check off "Recovered" and write the collection location and address items are collected from.
    - B. Check off "To Be Disposed of by Custodian after 30 Day Retention".
    - C. Check off "Evidence & Recovered Unit Personnel" under Initial Destination of Property.
    - D. Check off Recovering Unit Personnel under "Transport Via".
  - h. Under "Property Recovered By" complete 1<sup>st</sup> Officer's Name (Print) and Signature.
6. The designated CCSO Officer will then secure the transferred prescription drugs and transport same to the CCSPD Evidence Room or the CCSO Prescription Drug Vault.



7. The designated CCSO Officer will complete the remaining portions of the Certificate of Prescription Drug Destruction upon delivery of the collected Prescription Drugs to the Prescription Drug Vault, including:

PRESCRIPTION DRUG STORAGE

- A. CCSPD Property Inventory #
- B. CCSPD CR #

- a. When the designated CCSO Officer re-assumes custody of the prescription drugs, the items shall be stored in the CCSO Pharmaceutical/Drug Evidence Vault while awaiting destruction.
  - b. The CCSO Prescription Drug Vault Storage Log and relevant sections of Certificate of Prescription Drugs Destruction Form (For Property Control Use Only and Property Log) shall be completed.
8. Upon delivery of the transferred prescription drugs, the designated CCSO Officer will re-assume custody of the prescription drugs for the CCSPD immediately prior to destruction of the prescription drugs to the CCSPD Evidence Room, the designated CCSO Officer shall turn over the transferred prescription drugs along with completed CCSPD Property Inventory and any additional documentation requested by the CCSPD.
  9. The CCSPD will then assume custody of the prescription drugs and secure it, pending destruction of it.
  10. The designated CCSO Officer will re-assume custody of the prescription drugs from the CCSPD immediately prior to destruction of the drug evidence.
    - a. When the designated CCSO Officer re-assumes custody of the prescription drugs, the items shall be stored in the CCSO Prescription Drug Vault while awaiting destruction.
    - b. The CCSO Prescription Drug Vault Storage Log and relevant sections of Certificate of Prescription Drugs Destruction Form (For Property Control Use Only and Property Log) shall be completed.
  11. Destruction of the prescription drugs will be performed by the designated CCSO Officer within thirty (30) days of Prescription Drug Program custody, and shall include secure transport of said drugs to the destruction site.
    - a. The contents of each confirmed container shall then be separated and grouped according to type of recyclable or waste material.
      - A. All non-drug material that includes identifying information, such as prescription drug labels, shall be held in a secure manner for separate record destruction.

- B. All non-drug material shall then be recycled according to its type of recyclable or waste material.
  - C. All drug material shall be disposed of through a process of incineration by the designated CCSO Officer and as permitted by state and federal law.
    - 1. The drugs shall be incinerated using an incinerator that meets the specifications for an Other Solid Waste Incinerator (“OSWI”) as permitted under 40 CFR part 60.2887(p) and 60.2993(p).
    - 2. The drugs shall be incinerated in small quantities not to exceed fifty pounds at one time.
    - 3. The drugs shall be incinerated on a secure site operated by the Cook County Sheriff’s Office.
  - D. The Certificate of Prescription Drug Destruction Form shall be fully completed at the conclusion of the drug destruction event.
    - 1. The completed Certificate of Prescription Drug Destruction Form will be placed in the Prescription Drug Destruction Form file in the Support Services shared folder.
    - 2. A copy of the completed Certificate of Prescription Drug Destruction Form will be sent upon request to the designated representative of the agency(ies) for whom the drugs were destroyed in addition to the MWRD Executive Director or his designee and the CCSO.
12. Each participating agency shall maintain proper recordkeeping to memorialize collection and destruction of prescription drugs occurring as part of Prescription Drug Take Back Program of the Cook County Sheriff’s Office.

Attachments