

**MEMORANDUM OF AGREEMENT BETWEEN CITY OF CHICAGO  
DEPARTMENT OF PUBLIC HEALTH AND \_\_\_\_\_**

This Memorandum of Agreement (“Agreement”) agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between the City of Chicago Department of Public Health and

\_\_\_\_\_  
[Name of business entity] (“Provider”).

**RECITALS**

WHEREAS public health and healthcare providers regularly work in collaboration to identify, report, and control communicable and other diseases; and,

WHEREAS Illinois law requires reporting of certain conditions and illnesses under 745 ILCS 45 and 77 Ill.Admin.Code sections 690, 693, and 696, and the Chicago Department of Public Health and/or its Board of Health may require reporting of certain conditions under chapter 2-112 of the Municipal Code of Chicago; and,

WHEREAS implementation of an automated Electronic Laboratory Reporting system from healthcare providers and laboratories to the Chicago Department of Public Health will allow reporting requirements to be met more accurately and expeditiously; and,

WHEREAS some healthcare providers and laboratories request the assistance of the Chicago Department of Public Health at their sites to perform work necessary to configure and establish an Electronic Laboratory Reporting connection between the provider and the Chicago Department of Public Health; and,

WHEREAS Electronic Laboratory Reporting of conditions achieves goals of public health and provider by allowing healthcare providers to filter reportable results and data elements from their local data systems and transmit these data via a secure electronic connection in a format into CDPH surveillance data systems; and,

WHEREAS both parties desire to achieve a more reliable and expeditious means of reporting conditions, and Electronic Laboratory Reporting will help to achieve that mutual goal;

NOW THEREFORE for the mutual considerations of this agreement, both parties agree to the following:

**SECTION 1. Incorporation of Recitals.** The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

**SECTION 2. Purpose.** The purpose of this Agreement is to facilitate the establishment of automated Electronic Laboratory Reporting of conditions, illnesses, and diseases as mandated by law from Provider to CDPH.

**SECTION 3. Definitions.**

“ADT” means Admission, Discharge, and Transfer data system.

“Agreement” means this Memorandum of Agreement including all attachments, exhibits, and riders.

“CDPH” means City of Chicago Department of Public Health.

“CDPH ELR Interface” means the software package developed by the CDPH ELR Team to process laboratory and demographic data for the purposes of transmitting reporting data to CDPH.

“CDPH ELR Team” means employees, agents, and independent contractors of the City of Chicago Department of Public Health assigned by the Department to work on ELR Interface under this Agreement.

“Department” means the City of Chicago Department of Public Health.

“Electronic Connection” A variety of electronic connections for the secure transfer of ELR data files may be established between the Provider and CDPH. These include a two-way, tunneled Virtual Private Network (“VPN”) connection, a secure File Transfer Protocol (“FTP”) connection, and/or a Web-based, Secure Socket Layer (“SSL”) connection.

“ELR” means electronic laboratory reporting or the automated electronic submission of reportable laboratory results with identifying personal information as mandated by federal, state, or local law.

“FTP” means a secure File Transfer Protocol connection.

“HIS” means Hospital Information System.

“IT” means information technology.

“LIS” means Laboratory Information System.

“Provider” means the hospital, laboratory, or other organization that is mandated to submit data concerning reportable conditions to CDPH

“SSL” means a Web-based, Secure Socket Layer connection.

“VPN” means Virtual Private Network connection.

#### **SECTION 4. Provider Responsibilities.**

1. Provider will grant the CDPH ELR Team access to systems and data necessary to deploy and configure the CDPH ELR Interface behind the Provider's firewall. This includes the Provider's LIS, HIS, and/or ADT, and any messaging interface within these systems.
2. Provider will establish a mechanism to transmit unfiltered laboratory test results and patient data from Provider's LIS, HIS, and/or ADT to the CDPH ELR Interface software that is situated behind the Provider's firewall, according to a scope, frequency, and specification agreed upon by CDPH and Provider. Transmission of these data will occur behind the Provider's firewall and will explicitly include data that are not reportable by law to public health for the purposes of configuring the CDPH ELR Interface. However, no non-reportable data will be transmitted beyond the Provider's firewall to CDPH.
3. Provider will grant CDPH ELR Team Virtual Private Network ("VPN") access to relevant systems and networks to allow the CDPH ELR Team to implement and configure the CDPH ELR Interface while working off-site from the Provider's facility.
4. Provider acknowledges that work to be performed by the CDPH ELR Team at Provider's site and/or on Provider's network to configure ELR Interface shall be performed in accordance with **Attachment A** of this Agreement.
5. Provider will assist CDPH ELR Team in interpreting local laboratory test and result codes and demographic information. This may include involving laboratory personnel to clarify details of laboratory testing practices.
6. Provider will ensure that any known changes to the structure or content of laboratory or demographic data that is being transmitted to the ELR Interface are communicated to the CDPH ELR team within five (5) business days.
7. Provider's IT department will maintain the proper functioning of a server dedicated to running the ELR Interface. This includes hardware, operating system, and all software (including licensure) except the ELR Interface itself. The server must run, at minimum, Microsoft Windows 2003 and SQL Server 2005 software.
8. Provider agrees not to share the ELR Interface application or code, nor technical specifications of the application, with any other party without prior, written consent of the CDPH Chief Medical Officer and Chief Financial Officer.
9. Provider will ensure that any reportable condition that is not completely and accurately being reported via the ELR Interface (as verified by CDPH ELR Team) will continue to be reported to CDPH in conformance with current Illinois Department of Public Health and CDPH reporting requirements.
10. Provider recognizes that the data transmitted via ELR for a given condition in and of itself may not be sufficient to address all of the data necessary to conduct effective disease control, surveillance, and mitigation activities, and that additional data may be requested by CDPH to carry out these purposes.
11. Provider will ensure that data being transmitted to ELR Interface are modified consistent with any changes that occur in the IDPH or CDPH reporting requirements.

12. Provider will use all reasonable security practices to ensure CDPH network security is not compromised due to the ELR Interface and connection to CDPH, including computer systems, networks, files, data, and software. These practices include:
  - a. Using current best practices to maintain a secure enterprise network free from programming devices or instructions (e.g., viruses, key locks, back doors, trap doors, etc.) that could either,
    - i. Disrupt use of, infect, or manipulate CDPH's system, equipment, or software, or
    - ii. Destroy or damage data or make data inaccessible or delayed.
  - b. Repairing or applying security patches to known security vulnerabilities as soon as possible; notifying the CDPH immediately of security vulnerabilities; and, testing and verifying that the patches work.
  - c. Using industry standard encryption algorithms and best practice configurations to ensure the security of transmissions (e.g., AES and 168 bit 3DES).
  - d. For situations where communication with CDPH is bi-directional (e.g., tunneled VPN), identifying and maintaining a log of all personnel with access to CDPH's system via the electronic connection used for ELR, and making that log available to CDPH from time to time.
  - e. Monitoring, logging, and auditing the ELR connection to verify compliance with this Agreement.

#### **SECTION 5. CDPH Responsibilities.**

1. CDPH ELR Team will perform work to establish a functioning ELR connection using the CDPH ELR Interface at Provider's site and/or on Provider's network to configure CDPH ELR Interface shall be performed in accordance with **Attachment A** of this Agreement
2. CDPH will request access from Provider only to those services and data that are necessary for establishment of the CDPH ELR Interface.
3. CDPH will endeavor to ensure that the CDPH ELR Interface will transmit only legally reportable data to CDPH.
4. CDPH will provide CDPH ELR Interface specifications to Provider and provide any instructions needed for maintenance of the CDPH ELR Interface.
5. CDPH will provide updates when requested as to which conditions are being reliably and accurately reported via the CDPH ELR Interface. CDPH will also inform Provider as to which required data elements are reliably included in CDPH ELR transmissions and which may need to be provided to CDPH via other means (e.g., CHESS browser).
6. CDPH will use all reasonable security practices to ensure that the network security of the Provider is not compromised due to the deployment, configuration, and routine operation of the CDPH ELR Interface, including computer systems, networks, files, data, and software. These practices include the following:
  - a. Using current best practices to maintain a secure enterprise network free from programming devices or instructions (e.g., viruses, key locks, back doors, trap doors, etc.) that could either,

- i. Disrupt use of, infect, or manipulate the Provider's system, equipment, or software, or
    - ii. Destroy or damage data or make data inaccessible or delayed.
  - f. Repairing or applying security patches to known security vulnerabilities as soon as possible; notifying Provider immediately of security vulnerabilities; and, testing and verifying that the patches work.
  - b. Using industry standard encryption algorithms and best practice.
  - c. Using industry standard encryption algorithms and best practice configurations to ensure the security of transmissions (e.g., AES and 168 bit 3DES).
  - d. For situations where communication with CDPH is bi-directional (e.g., tunneled VPN), identifying and maintaining a log of all personnel that have access to the Provider's system via the electronic connection used for ELR.
  - e. Monitoring, logging, and auditing the ELR connection to verify compliance with this Agreement.
13. CDPH will utilize any electronic connection established between Provider and CDPH for the purposes of ELR only for that purpose, unless both parties agree upon other uses of the connection.
14. CDPH will ensure that all members of the CDPH ELR Team (CDPH employees and CDPH contractors) have received training covering HIPAA (Health Insurance Portability and Accountability Act).
15. CDPH will ensure that legally reportable diagnoses received by CDPH are transmitted to the Illinois Department of Public Health ("IDPH").
16. CDPH will consider successful transmission of reportable data electronically to it, as required under Illinois law, a fulfillment of Provider's obligations under 77 Illinois Administrative Code section 690.200 a.3.

**SECTION 6. Responsibilities of Provider and CDPH.** Each party shall be responsible for its own costs in establishing and maintaining ELR connection. CDPH ELR Team and Provider will agree upon the exact level of access to systems necessary to develop and maintain CDPH ELR Interface.

**SECTION 7. Term.** This Agreement will remain in force for five (5) years from the date of its execution and may be extended by mutual, written agreement of the parties to this Agreement.

**SECTION 8. Severability.** If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

**SECTION 9. Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the

County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by either party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

**SECTION 10. Amendments.** This Agreement may not be altered, amended, changed or modified in any respect except by the mutual written agreement of CDPH and Provider.

**SECTION 11. Liability.** No officer, member, official, employee or agent of the City or CDPH shall be individually or personally liable in connection with this Agreement. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions that are contemplated by this Agreement. Each Party shall bear the cost of its own defense. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third parties or to increase the liability of any Party beyond that which is imposed by law.

**SECTION 11. Termination.** Within their sole discretion, either party may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days notice in writing to the other party.

**SECTION 12. Notices.** All notices shall be sent to the following:

**For Provider:**

Name  
Address

Chicago, Illinois 606xx

**For CDPH:**

Commissioner  
Chicago Department of Public Health  
333 S. State St, Suite 200  
Chicago, Illinois 60604

**SECTION 13. Miscellaneous.** This Agreement is the complete Agreement of the Parties concerning the subject matter hereof and supersedes any prior Agreements. This Agreement may be modified or amended by written mutual consent of both parties, and signed by the parties or their authorized representatives, at any time. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Functioning ELR is defined as the ability for a Provider to filter reportable results and data elements from their local data systems and transmit these data via a secure electronic connection in a format that may be accurately interpreted by CDPH and assimilated into CDPH surveillance data systems.

Signatures

Provider

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

CDPH

Signature \_\_\_\_\_

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## Attachment A

### SECTION 1. CDPH ELR Team Activities and Responsibilities.

1. The CDPH ELR Team will work to implement an ELR Interface that enables a functional ELR connection from the Provider to CDPH. The ELR Interface will perform the following functions:
  - a. Receive data and/or reports from the Provider's LIS, HIS, and/or the ADT system.
  - b. Establish a data warehouse of laboratory results, combined with relevant clinical and demographic data from either the LIS, HIS, and/or ADT system.
    - i. Provider may utilize the data warehouse for other purposes as desired. CDPH ELR Team will provide information about the data warehouse as requested but will not undertake development work on other uses and applications of the data warehouse.
  - c. Filter and apply conditional logic to laboratory test results to determine which constitute reportable diagnoses that by law should be transmitted to CDPH.
  - d. Ascertain additional demographic and clinical patient data that should be included with laboratory results in disease reports to CDPH.
  - e. Map laboratory test codes used by Provider's systems to standard test vocabularies (i.e., LOINC for test names and SNOMED codes for results), as specified by ELR Interface specification documentation.
  - f. Convert data into HL7 v2.3.1 messages that can be processed by CDPH.
  - g. Encrypt data as needed before transmission.
  - h. Send messages to CDPH via the available mode of connectivity at the site.
  - i. Poll FTP server at CDPH for acknowledgement and error messages.
  - j. Receive and process acknowledgement and error messages from CDPH systems.
  - k. Provide detailed help files on use of all ELR interface components
  
2. The CDPH ELR Team will undertake the following activities in establishing an ELR connection from the Provider to CDPH:
  - a. Assessing the configuration and capacity of the Provider's existing Laboratory Information System (LIS), Hospital Information System (HIS), and/or Admission, Discharge, and Transfer system (ADT), including on-site investigation.
  - b. Analyzing laboratory test and result codes, and formats of demographic and clinical data residing in LIS, HIS, and ADT data.
  - c. Analyzing the content and format of any messaging (HL7 or other formats) that occurs between the Provider's LIS, HIS, and/or ADT.
  - d. Drafting an assessment summary and a detailed plan for the implementation of the ELR Interface. The plan will be modified according to the requirements of the Provider's Information Technology department and laboratory.

- e. Purchasing hardware on which the ELR Interface will run. The Provider's IT department will be consulted to ensure that the specifications of this device are in compliance with local network standards required by the Provider. The CDPH ELR Team will make the decision as to the exact device purchased, but approval from the Provider will be sought. This device will be the property of the Provider, who will be responsible for its maintenance.
    - i. The device must be running Microsoft Windows 2003 and SQL Server 2005.
    - ii. Provider may also opt to have the CDPH ELR Team deploy the ELR Interface on existing infrastructure, the responsibility for which resides with the Provider's IT department.
  - f. Deploying the ELR Interface application on the hardware purchased for this purpose.
  - g. Establishing a functional electronic connection between the Provider's network and CDPH network by which the ELR Interface may transmit ELR files.
  - h. Testing the ELR data transmitted to CDPH
  - i. Certifying that the ELR data transmitted to CDPH can be recognized and processed successfully by CDPH's ELR receiving system.
  - j. Updating the ELR Interface with any patches, code changes, or content changes.
  - k. Training Provider laboratory and IT personnel as to the necessary maintenance functions for the ELR Interface.
  - l. Provide technical assistance within 1 business day for any urgent malfunctioning of the ELR Interface.
3. The CDPH ELR Team will not utilize non-reportable PHI for any purpose other than configuring the ELR Interface. None of these data will be transmitted, utilized, or retained off-site from the Provider's facilities except during remote work performed via VPN to the Provider's network. The CDPH ELR Team will not disclose or transmit any non-reportable PHI to any party outside of CDPH without prior written consent of Provider, except in the event of a public health emergency.
  4. CDPH will ensure that CDPH staff and any CDPH contractors receive training covering HIPAA and the use of PHI.

**SECTION 2. Ownership of code.** The code for the ELR Interface is owned solely by the CDPH ELR Team. CDPH must approve any use of the ELR Interface beyond the scope of this Agreement. The code may not be shared with any third party without prior, written consent of CDPH. Provider will not share the ELR Interface code with any third party without prior, written consent of CDPH.