

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHICAGO HOUSING AUTHORITY
AND
SINAI HEALTH SYSTEM**

This Memorandum of Understanding (hereafter referred to as the “MOU”) is entered into this first day of October, 2021 by and between the Chicago Housing Authority (“CHA”), a public body corporate and politic organized and existing under the laws of the State of Illinois, with its principal office located at 60 E. Van Buren St., 12th Floor, Chicago, IL 60605, and Sinai Health System, an Illinois not-for-profit corporation (“Sinai”), with its principal office located at 1500 S. Fairfield Ave., Chicago IL 60608. CHA and Sinai are also referred to herein individually as a “party” and collectively as the “parties.”

WHEREAS, the Interdepartmental Health Equity Collaborative (“IHEC”), composed of the Departments of Health and Human Services, Housing and Urban Development, Environmental Protection Agency, et al, has designated the Chicago Housing Authority public housing development of Dearborn Homes (2960 S. Federal, Chicago, IL 60616) for a pilot Community Health Worker (“CHW”) Program to prepare and utilize Dearborn Homes’ residents to serve as Community Health Workers delivering healthcare outreach and education within their community and assisting with the companion CHW study;

WHEREAS, IHEC, through a separate Contract for Consulting Services¹ between Gramercy Research Group (“Gramercy”) and the Chicago Housing Authority, will fund half (50%) of the salaries and benefits for two (2) full-time CHWs for the term of this MOU;

WHEREAS, Sinai will help train, employ and fund half (50%) of salary and benefits for the one (1) designated CHW for the term of this MOU, up to the amount of Twenty Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00); and

WHEREAS, IHEC has contracted with training providers to provide two (2) CHWs with 100 hours of Core CHW training.

NOW THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the sufficiency of which is acknowledged by the parties, the Chicago Housing Authority and Sinai agree as set forth herein.

I. SINAI’s OBLIGATIONS:

- A. Reasonably collaborate with the Housing Authority in implementing the CHW Program at Dearborn Homes.
- B. Employ and fund half (50%) of the salary and benefits cost for one CHW, up to the amount of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) in total for the term of this contract.
- C. Reasonably collaborate with the Chicago Housing Authority in training one CHW to meet Sinai and IHEC research and program objectives.

¹ In the Contract for Consulting Services between Gramercy Research Group and Chicago Housing Authority, Sinai Health System is referred to as the “Hiring Partner.”

- D. Support payroll and administrative functions involved in employing the community health worker for the duration of the Term, including providing supporting documentation to show payment of half (50%) of the salaries and benefits for one full-time community health worker.
- E. Support the CHW in entering healthcare career pathways with long- term growth potential.
- F. Assign staff to represent Sinai in CHW community events and team meetings.

II. HOUSING AUTHORITY OBLIGATIONS:

- A. Reasonably collaborate with Sinai in implementing the CHW Program at Dearborn Homes.
- B. Recruit and partner with hiring partner to hire one Dearborn Homes resident to serve as a community health worker to provide healthcare outreach and health education in the local community.
- C. Ensure that the community health worker completes the community health worker training, provided through the study, which includes 100 hours of core CHW training and no less than 40 hours of practicum placement.
- D. Pay for 50% of the salaries and benefits for the CHW, by transferring funds to Sinai, not to exceed a total of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) in total for the term of this MOU. Sinai is responsible for submission of monthly invoices to Housing Authority for services performed by the CHW. Sinai will email invoices along with supporting documentation to RSInvoicing@thecha.org, attention Judith Hill. Payments will be made electronically to Sinai within thirty (30) days of the invoice date for the prior month of CHWs' services. All approved work hours, payment information, and an authorized signature must be included on each invoice.

III. NOTICES

- A. Any notices to be given pursuant to this MOU shall be in writing, and all such notices and any other document to be delivered shall be delivered by electronic mail, personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To: Chicago Housing Authority
60 E. Van Buren St.
Chicago, IL 60605
Attn: Chief Resident Services Officer, 10th Floor
Email: mhoward@thecha.org

Chicago Housing Authority
60 E Van Buren St.
Chicago IL 60605
Attn: Chief Legal Officer, 12th Floor
Email: Ccolston@thecha.org

To: Sinai Health System/Sinai Urban Health Institute
1500 A Fairfield Ave
Chicago IL 60608
Attention: Jamie Campbell

- B. Either party may, from time to time, by written notice to the other, designate a different address or contact designee which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or certified mail.

IV. TERM OF MOU

This MOU shall have a term commencing on October 1, 2021 and ending at midnight on September 30, 2022 unless terminated or suspended as provided herein.

V. GOVERNING LAW

This MOU shall be given effect and construed by application of the law of the State of Illinois, and any action or proceeding arising hereunder shall be brought in the courts of Cook County, Illinois.

VI. TERMINATION

The Housing Authority or Sinai may terminate this MOU, with a 30-day written notice, and be relieved of responsibilities under the terms of this MOU, except as previously incurred. In the event that Sinai's funding is reduced, suspended, or terminated, Sinai reserves the right to reduce, suspend, or terminate this MOU accordingly upon written notice to the Housing Authority.

VII. LIMITATION OF LIABILITY

A. In no event, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall either party be liable to the other for any special, indirect, incidental, punitive, or consequential damages whatsoever including, without limitation, loss of profits or revenue, or cost of capital.

B. In no event shall Sinai be liable for any monies in excess of the amount of this MOU.

VIII. INSURANCE REQUIREMENTS

The parties acknowledge and agree that Sinai is a not-for-profit corporation and as of the date of this MOU, Sinai receives professional liability and general liability coverage through a commercial insurance program with a SIR (self-insured retention). The parties further agree that, during the term of this MOU, Sinai will carry: (a) worker's compensation insurance as required by law, and (b) general liability insurance in the amount of no less than \$500,000 per occurrence and \$1,000,000 in the aggregate.

IX. INDEPENDENT CONTRACTOR

Sinai shall perform services under this MOU as an independent contractor to Chicago Housing Authority and not as an employee, or partner of Chicago Housing Authority. The parties agree that neither the MOU nor rendering of services under the MOU shall be construed to create any relationship of employment, agency, partnership or joint venture between the Housing Authority and Sinai.

X. ASSIGNMENT

This MOU shall inure to the benefit of, and constitute a binding obligation upon the Housing Authority and Sinai and their respective successors and assigns; provided however, the parties cannot assign this MOU or any of their duties hereunder without the prior written consent of the other party.

XI. AMENDMENT

This MOU constitutes the entire contract between the Housing Authority and Sinai. No amendment or modification thereof shall be deemed to be valid and enforceable except by supplemental agreement in writing, executed by the Housing Authority and Sinai.

XII. EXECUTION OF COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. Return of this document by electronic transmission bearing the signature of a party hereto, constitutes the execution and acceptance of such party. This Agreement may be executed via DocuSign or other electronic signature software, which shall be deemed an original.

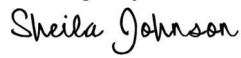
XIII. COMPLIANCE

Housing Authority acknowledges/understands/agrees on behalf of itself and its employees and agents that Sinai and/or its Affiliates provides care and services to patients that may have or do have COVID-19 and that there is an increased risk of exposure to COVID-19 to anyone who visits or enters the Sinai's hospital or facilities; Housing Authority understands both the known and potential dangers of COVID-19 exposure and acknowledges that, despite Sinai's efforts to mitigate such dangers, a visit to the Sinai's hospital or facilities may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. Housing Authority and its employees and agents agree to comply with Sinai's and its Affiliates policies related to COVID-19 safety, including but not limited to PPE requirements and social distancing and to waive any and all claims regarding COVID-19. In addition, Housing Authority certifies that neither it nor its employees and agents have been excluded from participation in Medicare/Medicaid or any other federal or state funded health care program.

Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the last date written below.


Chicago Housing Authority

DocuSigned by:

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Sheila Johnson
Deputy Chief Procurement Officer

DATE

Approved as to form and legal sufficiency:

DocuSigned by:

E0BCF9B5825D4F1...

Sunil Kumar
Deputy General Counsel
Office of the General Counsel

DATE

Sinai Health System also known as "Sinai Chicago"

Karen Teitelbaum
Digitally signed by Karen Teitelbaum
DN: cn=Karen Teitelbaum, o=Sinai Chicago, ou=President/
CEO, email=karen.teitelbaum@sinai.org, c=US
Date: 2021.12.03 12:46:11 -06'00'

Karen Teitelbaum
President and CEO, Sinai Health System

DATE