

MEMORANDUM OF UNDERSTANDING BETWEEN
Chicago Housing Authority
AND
The Board of Trustees of the University of Illinois on behalf of the
UI Health Mile Square Health Center

This Memorandum of Understanding (hereafter referred to as the “MOU”) is entered into this 1st 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 The Board of Trustees of the University of Illinois on behalf of UI Health Mile Square Health Center (“UI Health Mile Square”), a body corporate and politic organized and existing under the laws of the State of Illinois with an office located at 1220 S. Wood St. Chicago, IL 60608. CHA and UI Health Mile Square 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 for a pilot Community Health Worker (“CHW”) Program, to prepare and utilize Dearborn Homes’ residents to serve as a 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, UI Health and UI Health Mile Square 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 Six Thousand Five Hundred and 00/100 Dollars (\$26,500.00); 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 UI Health Mile Square and agree as set forth herein.

I. UI Health and UI Health Mile Square’s OBLIGATIONS:

- A. Reasonably collaborate with the Chicago Housing Authority in implementing the CHW Program at Dearborn Homes.
- B. Employ and fund half (50%) of the salary and benefits cost for 1 CHW, up to the amount of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00) in total for the term of this contract.

¹ In the Contract for Consulting Services between Gramercy Research Group and Chicago Housing Authority, UI Health and UI Health Mile Square are referred to as the “Hiring Partner.”

- C. Reasonably collaborate with the Chicago Housing Authority in training 1 CHW to meet UI Health and UI Health Mile Square and IHEC research and program objectives.
- D. Support payroll and administrative functions involved in employing 1 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 up to 1 full-time community health worker.
- E. Support the CHW in entering healthcare career pathways with long-term growth potential.
- F. Assign staff to represent UI Health and UI Health Mile Square in CHW community events and team meetings.

II. HOUSING AUTHORITY OBLIGATIONS:

- A. Reasonably collaborate with UI Health Mile Square in implementing the CHW Program at Dearborn Homes.
- B. Recruit and partner with hiring partner to hire up to 1 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 1 CHW, by transferring funds to UI Health, not to exceed a total of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00) in total for the term of this MOU. UI Health and UI Health Mile Square are responsible for submission of monthly invoices to Chicago Housing Authority for services performed by the CHW. UI Health Mile Square will email invoices along with supporting documentation to RSInvoicing@thecha.org, attention Judith Hill. Payments will be made electronically to UI Health Mile Square within thirty (30) days of the invoice date for the prior month of CHW's 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
E-mail: mhoward@thecha.org

Chicago Housing Authority

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

To: UI Health Mile Square Health Center
1220 S. Wood St. Chicago, IL 60608
Attn: Kimary Lee, Senior Director Compliance and Development
Phone: 312.413.0278
Email: klee42@uic.edu

Copy:
Peggy Diskin
Director PreAward, OSP
University of Illinois at Chicago
1737 W. Polk Street M/C 672
Chicago Illinois 60612
312.996.2862
awards@uic.edu

- 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 laws of the State of Illinois, and any action or proceeding arising hereunder shall be brought in the courts Cook County, Illinois.

VI. TERMINATION

The Chicago Housing Authority or UI Health Mile Square 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 UI Health and UI Health Mile Square's funding is reduced, suspended, or terminated, UI Health and UI Health Mile Square reserves the right to reduce, suspend, or terminate this MOU accordingly upon written notice to the Chicago 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 UI Health Mile Square be liable for any monies in excess of the amount of this MOU.

VIII. INSURANCE REQUIREMENTS

The parties agree that, during the term of this MOU, UI Health Mile Square will carry: (a) workers' compensation insurance as required by law, and (b) commercial general liability insurance in the amount of no less than \$500,000 per occurrence and \$1,000,000 in the aggregate, and (c) medical professional liability.

The insurance requirements contained herein may be met with a self-insurance plan, commercial insurance, and/or a combination of the two. In the case of UI Health Mile Square, the medical malpractice is provided through the Federal Tort Claim Act. It is understood and agreed to by the parties hereto that CHA shall be included as an additional insured as respects commercial general liability and that UIC's policy shall be construed as primary insurance to and shall not seek contribution from any insurance, deductibles, self-insured retentions and/or self-insured programs held by CHA.

IX. INDEPENDENT CONTRACTOR

UI Health Mile Square 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 Chicago Housing Authority and UI Health Mile Square.

X. ASSIGNMENT

This MOU shall inure to the benefit of, and constitute a binding obligation upon the Chicago Housing Authority and UI Health Mile Square, 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 Chicago Housing Authority and UI Health Mile Square. No amendment or modification thereof shall be deemed to be valid and enforceable except by supplemental agreement in writing, executed by the Chicago Housing Authority and UI Health Mile Square.

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.

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

Chicago Housing Authority

DocuSigned by:
Sheila Johnson
02DBAECFF538465
Sheila Johnson
Deputy Chief Procurement Officer

12/27/2021

DATE

Approved as to form and legal sufficiency:

DocuSigned by:
Sunil Kumar
E6B0F9B5825D4F1...
Sunil Kumar
Deputy General Counsel
Office of the General Counsel

12/27/2021

DATE

The Board of Trustees of the University of Illinois on behalf of UI Health Mile Square Health Center

Paul N Ellinger
Paul N. Ellinger
Interim Comptroller
The Board of Trustees of the University of Illinois

12/22/21
DATE

Peggy Diskin 12/22/21
Comptroller Delegate
Peggy Diskin, Director PreAward
Office of Sponsored Programs