

MEMORANDUM OF UNDERSTANDING

AND

AGREEMENT

This Memorandum of Understanding and Agreement (“Agreement”) is made by and between the Will County Community Health Center ("Health Center"), and the City of Joliet ("City"), an Illinois home-rule municipality, collectively referred to as the “Parties” herein.

SECTION 1: Authority.

This Agreement is entered into pursuant to the authority granted under the Illinois Counties Code, specifically 55 ILCS 5/5-1005, 55 ILCS 5/5-11001, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

SECTION 2: Term of Agreement.

This Agreement will become effective upon execution of said Agreement by both Parties, and shall remain in effect for a term of three (3) years. The Agreement may then be renewed for any number of subsequent one (1) year terms by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time for no reason upon giving thirty (30) days written notice to the other Party.

SECTION 3: Detailed Services.

The City of Joliet Health & Human Service divisions are operated under the auspices of the Joliet Fire Department (“JFD”) and encompass the JFD’s Community Paramedicine Program (“CPP”). The Community Paramedicine Program seeks to connect residents experiencing a high risk of medical health, mental health, substance use, and general anxiety readmissions, to healthcare services. Examples of services provided by the CPP include vital signs assessment, consultation with doctors, home safety checks, and medication assistance. Additionally, the CPP assists citizens with basic needs and homelessness and supports programs within and around the Community.

It is the policy and practice of the City to continually partner with other providers in the community to maximize service delivery to residents. The City and JFD desire to collaborate with the Will County Community Health Center to provide in-home assistance services at no cost to qualifying residents in Will County, in accordance with grant requirements.

SECTION 4: Compliance with Laws.

The City represents and warrants that all services provided comply with all applicable federal, state and local laws, ordinances, regulations and codes. See Business Associate Agreement, attached as Exhibit A to this Agreement.

SECTION 5: EEOC.

The Parties shall abide by the requirements of 41 C.F.R. 60-1.4(a), 60-300.5(a) and 60- 741.5(a), and the posting requirements of 29 C.F.R. Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

SECTION 6: Excluded Provider.

The City represents and warrants that neither the JFD, nor any of its employees or other contracted staff, has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). The listing of JFD or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's blocked list shall constitute "exclusion" for purposes of this paragraph. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

SECTION 7: Indemnification and Hold Harmless.

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from conduct relating to this Agreement, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

SECTION 8: Notices.

All notices, demands, and requests required or permitted under the terms of this Agreement shall be in writing and shall be given or sent to:

For the Will County Community Health Center:

Chief Executive Officer
Will County Community Health Center
1106 Neal Avenue
Joliet, IL 60433

For the City of Joliet:

City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, IL 60432

SECTION 9: Agreement Complete.

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

Will County Community Health Center City of Joliet

Stacy Baumgartner

Chief Executive Officer

Date: _____

ATTEST:

Annette Parker, County Clerk

Date: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

Lauren O'Hara, City Clerk

Date: _____