

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF MILWAUKEE,
by its CITY OF MILWAUKEE HEALTH DEPARTMENT
and
OUTREACH COMMUNITY HEALTH CENTERS, INC.

This Agreement, dated _____, ____, 2016, is entered into by and between the City of Milwaukee, by its City of Milwaukee Health Department (“MHD”), and Outreach Community Health Centers, Inc. (“OHC”) for good and valuable consideration.

RECITALS

- A. OHC and MHD wish to enter into this Agreement to reflect the collaborative efforts that will be made to meet the needs of persons identified as infected with or affected by HIV/AIDS.
- B. The purpose of this Agreement is to assure a continuum of high quality care for HIV-positive clients/patients identified through various testing and referrals methods.
- C. This Agreement is made possible through a Special Project of National Significant (SPNS) grant received by the State HIV/AIDS Program.

AGREEMENT

- 1. **Recitals.** The parties agree to the recitals above and to the terms and conditions herein.
- 2. **Obligations of City of Milwaukee by its City of Milwaukee Health Department.** MHD will:
 - 2.1 Partner with OHC to coordinate efforts for the Linkage to Care grant by allowing a Linkage to Care Specialist (“LTCS”), employed by OHC, to be placed within MHD’s STD/HIV Program at Keenan Health Center as described in the License section below.
 - 2.2 Support the LTCS’s efforts to link newly identified HIV-positive individuals to appropriate medical and support services and to re-engage persons who have lapsed from services back into care.
 - 2.3 Allow the LTCS to attend staff meetings, training opportunities, and other meetings scheduled under the auspices of the State of Wisconsin HIV/AIDS program or OHC.

- 2.4 Work collaboratively with OHC program staff to implement necessary activities to attain program objectives.
3. **Obligations of Outreach Community Health Centers.** OHC will:
 - 3.1 Recruit for and hire the LTCS as OHC's salaried full term employee who will work at the Office Space one to three days a week.
 - 3.2 Utilize contract funds to support the LTCS's salary, the costs of LTCS's needed supplies (including but not limited to: laptop, scanner, cell phone) and the LTCS's appropriate travel expenses.
 - 3.3 Provide comprehensive training to OHC's staff, including the LTCS, so that the obligations and objectives of this Agreement can be met.
 - 3.4 Enroll the patient/client(s), with his or her permission, in care and treatment services as required or desired by the patient/client, including medical, dental, mental health, substance use counseling, case management, housing assistance, legal assistance, nutritional counseling, and food pantry services.
 - 3.5 Work with Keenan Health Center staff to address concerns of patients/clients referred for care.
 - 3.6 Provide and regularly update the names and telephone contact number of OHC staff.
 - 3.7 Work collaboratively with Keenan Health Center staff to implement necessary activities to attain program objectives. These objectives include, but are not limited to, supporting staff efforts to link newly identified HIV-positive individuals to appropriate medical and supportive services, and to reengage persons who have lapsed from services back into care.
 - 3.8 OHC and the LTCS will complete a standard background check meeting any requirements set by MHD or appropriate law, prior to beginning work with MHD and utilizing the Office Space.
 - 3.9 Provide oversight and supervision of its employee, the LTCS. MHD does not provide direct supervision of the LTCS.
 - 3.10 Adhere to all applicable requirements, policies, rules, regulations, and training of MHD staff that work in a clinical setting.
 - 3.11 LTCS shall keep all electronic documentation and other electronic information acquired by her or him either pursuant to this Agreement, or by

her or his presence at the Keenan Health Center on the OHS laptop, in the format established by OHC, provided; however, that MHD may mandate security measures and/or programs that must be installed on the laptop for security reasons. Confidentiality protections and security protocols installed on the laptop must, at a minimum, meet the same requirements as the confidentiality protections and security protocols installed on laptops issued by MHD to MHD's Keenan Health Center staff.

4. **Patient Privacy and Data Handling.**

- 4.1 OHC shall ensure that its staff, including but not limited to the LTCS, treat all patient/client information acquired by them either pursuant to this Agreement, or by their presence at the Keenan Health Center, as confidential in accordance with applicable federal and state privacy regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. § 51.30, Wis. Stats. §146.816, or Wis. Stats. § 146.82 and all associated regulations.
 - 4.2 If OHC or its staff, including the LTCS, violates patient confidentiality or the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. § 51.30, Wis. Stats. §146.816, or Wis. Stats. § 146.82 and all associated regulations, in any manner, OHC agrees that such staff member will be removed from the Keenan Health Center and all duties under this Agreement, Milwaukee Health Department may, at its discretion, choose to immediately terminate the Agreement.
 - 4.3 All sharing of data for the continuation of care under this Agreement shall be done in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. § 51.30, Wis. Stats. §146.816, or Wis. Stats. § 146.82 and all associated regulations.
 - 4.4 OHC certifies, by executing this agreement, that it is a "Covered Entity," as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended.
5. **Term.** Unless terminated sooner as herein provided, the term of this Agreement, including but not limited to the License ("Term") shall begin on October 1, 2016, and shall end on the later of: September 30, 2017 or the termination of the State HIV/AIDS Program SPNS grant funding period supporting this Agreement.
6. **License.** City allows OHC a license ("License") for one OHC employee, the Linkage to Care Specialist, to enter and occupy 1 cubicle in room 200 ("Office Space") in the Keenan Health Center during the following times, which may be amended at any time by either party upon 5 days' notice according to the notice provisions set forth herein, provided that any request by OHC to change the following times is subject to approval by the MHD:

[anytime during normal business hours 1-3 days per week Mon
8am-8pm ,T,W,F 8-5:15 and Th 11-8pm]

- 6.1 **Additional Limitations.** This License gives OHC temporary and qualified entry and occupancy rights that are personal privileges and that shall not be construed as giving OHC any interest or estate in the Keenan Health Center whatsoever. This License is limited to OHC's Linkage to Care Specialist employee, and shall not be construed to provide OHC with a general right of access and occupancy to the Office Space of the Keenan Health Center. This is not a lease or other conveyance of any interest or estate in real property. OHC is not a tenant or lessee of the Keenan Health Center or of the City. This paragraph shall not be construed to limit or supersede any other License limitations set forth elsewhere in the Agreement.
- 6.2 **As Is.** The Office Space in the Keenan Health Center is licensed to OHC on an As-Is, Where-Is basis, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied.
- 6.3 **Telephone Access.** MHD shall provide the LCTS with telephone access in the Office Space.
- 6.4 **License Fee.** No monetary fee.
- 6.5 **Use.** OHC's License shall extend only to the purposes of fulfilling his or her obligations set forth herein, and for security, clean-up and restoration as required herein.
- 6.6 **Improvements.** OHC is not allowed to erect any fixtures or permanent improvements in or on the Office Space.
- 6.7 **Utilities.** OHC shall not be charged by the City for the cost of utilities associated with the Office Space. As part of this License, OHC is permitted to use normal and customary amounts of the utilities associated with the Office Space.
- 6.8 **City Entry Rights.** The City may, without notice, enter the Office Space to inspect any part of the Office Space at any time.
7. **Insurance.** OHC shall, at its expense, obtain and maintain in place during the entire Term, insurance as described in strict compliance with **Exhibit A** attached hereto, and shall cause the City of Milwaukee to be added as an additional insured on such insurance policy(ies). OHC shall, as a condition to it being able to use or

enter the Office Space, provide to the City a Certificate of Insurance with the City of Milwaukee named as additional insured prior to commencement of the Term.

8. **Termination of Agreement.** Upon the expiration of the Term, or termination of this Agreement, OHC shall peaceably and quietly deliver, yield up, and surrender possession of the Office Space to the City in good and clean condition, and as called for herein. The City may terminate this Agreement at any time for any reason by giving at least five business days' notice in writing to OHC.
9. **Not an Employee.** Neither the LTCS, nor any other employee of OHC, is an employee of the City or MHD. Neither the LTCS, nor any other employee of OHC shall receive any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving.
10. **Review of Agreement.** In implementing this Agreement, MHD and OHC agree to collaborate in the provision of services as described herein. On an annual basis, or as needed, MHD and OHC agree to designate representatives to review the services provided under the Agreement, and to jointly amend the Agreement if amendment is determined to be necessary by both parties, in good faith. Amendments shall not have any effect unless such amendments are in writing signed by both parties.
11. **Indemnification and Defense of Suits.** Notwithstanding any references to the contrary in this Agreement, OHC assumes full liability for all of its acts in the performance of this Agreement. OHC will save and indemnify and keep harmless the City against all liabilities, judgments, attorneys' fees, costs, and expenses which may be claimed against the City in consequence of entering into this Agreement with OHC, or which may result from the carelessness or neglect of (i) of OHC, its employees (including, but not limited to, the LTCS), officers, directors, volunteers, agents, contractors, subcontractor's or invitees, or (ii) of any occupant or invitee of or at the Office Space, or of anyone claiming by, through, or under OHC, including but not limited to any breaches or violation of the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. § 51.30, Wis. Stats. §146.816, or Wis. Stats. § 146.82 and all associated regulations. The City shall have the right to tender the defense of any claim or action at law or in equity to OHC or OHC's insurer, and upon such tender it shall be the duty of OHC or OHC's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.
12. **Audit.** At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Agreement and related to the License, and OHC shall permit the City or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel,

conditions of employment, and other data relating to all matters covered by this Agreement and relating to the License.

13. **Breach; Governing Law.** This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction
14. **Notices; Contact Persons.** Notice required or permitted under this Agreement may be made only by the following methods: (1) by personal delivery to the recipient or the recipient's office at the address listed below; (2) by email to the recipient's email listed below; (3) by U.S. Mail addressed to the recipient at the address listed below and deposited in the U.S. Mail with sufficient postage. Notices given in accordance with these provisions shall be deemed given and received (1) when personally served or delivered to a person at the recipient's office at the address listed below, (2) if e-mailed during business days (Monday through Friday, excluding legal holidays) during business hours (8:30 a.m.- 4:30 p.m.) on days when Milwaukee's City Hall is open for business, or (3) if mailed, three business days after the postmark on such notice.

To the City:

City of Milwaukee Health Department
[Julie Katrichis RN, Communicable and Infectious Program Manager
City of Milwaukee Health Department, Keenan Health Center
3200 N. 36th St.
Milwaukee, WI 53208
414-239-0163
jkatri@milwaukee.gov

To OHC:

Yvonne Bell Gooden, PhD, Director of Community Services
Outreach Community Health Centers
711 W. Capitol Drive
Milwaukee, Wi 53206
(414) 374-7911
(414) 374-7903 (fax)
Email: Yvonnebg@orchc-milw.

The above-named persons shall also be the respective contact persons for City and OHC for purposes of this Agreement.

15. **Approvals.** Unless otherwise expressly provided for in this Agreement, all submissions to the City, and all approvals or consents required to be obtained

- from the City or MHD, shall be submitted to or obtained from City's contact person named above.
16. **Severability of Provisions.** If any of the terms or provisions contained herein are declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Agreement shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
 17. **Captions.** The captions in this Agreement are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions.
 18. **Binding Effect; Assignment.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. OHC may not assign its rights or duties hereunder without City's prior written consent.
 19. **Entire Agreement.** This writing constitutes the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.
 20. **Non-Discrimination.** OHC agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. OHC agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*
 21. **Open Records.** This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected by OHC under this Agreement). Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this

Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* OHC acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that OHC must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after termination of this Agreement.

22. **Conflict of Interest.** No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City and no other public official the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement. OHC covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. OHC further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of OHC or its employee must be disclosed to the City.
23. **Signatures; Counterparts.** OHC represents to City that its signatories have been duly authorized to sign this document on OHC's behalf. Facsimile or PDF/email signatures shall be acceptable as originals. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY: THE CITY OF MILWAUKEE

By: _____
Name Printed: _____
Title: _____
Date: _____

OUTREACH COMMUNITY HEALTH CENTERS, INC.

By: _____
Name Printed: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____

Assistant City Attorney Andrea Fowler

Date: _____

AJF:ajf

1084-2016-2135:234209.1

Exhibit C

EXHIBIT A

CITY OF MILWAUKEE INSURANCE REQUIREMENTS

A. General Requirements.

- A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.
- All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.
- Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.
- All policies shall be written on an occurrence form, other than professional liability as noted below.
- If subcontractors are used, each must meet all requirements in sections A and B.

B. The minimum insurance requirements re as follows:

(1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

(2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the

contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”

- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

(3) Auto Liability

Combined Single Limit \$1,000,000 each accident

Medical Expense \$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

(4) Umbrella (Excess) Liability

Umbrella (excess) Liability \$5,000,000 per occurrence

\$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

(5) Professional Liability (if professional services are required i.e. financial, medical, legal, accounting, computer, etc.)

Combined Single Limit \$1,000,000 each accident

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.