RESOLUTION NO. T-2022-02-002R

A RESOLUTION AUTHORIZING THE SUPERVISOR TO SIGN AN AGREEMENT WITH CHAMPAIGN COUNTY HEALTH CARE CONSUMERS FOR HEALTH CARE ASSISTANCE AND NAVIGATION SERVICES

WHEREAS, Cunningham Township Supervisor's Office (CTSO) requires General Assistance and Emergency Housing program participants to seek all available benefits such as Medicaid, Medicare, Supplemental Nutrition Assistance, and Temporary Aid for Needy Families; and

WHEREAS, CTSO participants are regularly in need of support with health care navigation and prescription assistance; and

WHEREAS, for the past 45 years Champaign County Health Care Consumers (CCHCC) has been supporting local residents in navigating health care systems, accessing benefits, and organizing for community health with its hotline and advocacy programs, and for over 20 years has been funded by the Consolidated Social Service Fund of Champaign Urbana to provide these services; and

WHEREAS, CTSO relies on the services of CCHCC weekly, referring applicants and current participants to CCHCC for health care and benefit navigation, services that CTSO lacks capacity and/or expertise to provide; and

WHEREAS, CTSO and CCHCC seek to deepen this collaboration in 2021 adding coordinated two-way referrals, staff trainings, and referrals to CCHCC for prescription assistance; and

WHEREAS, the Township Board of the Town of Cunningham approved the Town budget for fiscal year 2022, including $100,000 in funding in "Other Grants" set side for contracting with outside agencies to extend the services of CTSO; and

NOW THEREFORE BE IT RESOLVED by the Township Board of the Town of Cunningham authorizes the Township Supervisor to sign the attached agreement with Champaign County Health Care Consumers to provide to for Cunningham Township residents Health Care Assistance and Navigation Services at the cost of $16,000, and prescription drug and medical equipment reimbursements not to exceed $1,500 for the 2021 calendar year.

Approved this February 14, 2022 by the Township Board of the Town of Cunningham, Champaign County, State of Illinois.

_____ _____

Phyllis Clark, Town Clerk Diane Wolfe Marlin, Chair

MEMORANDUM OF UNDERSTANDING BETWEEN CUNNINGHAM TOWNSHIP SUPERVISOR'S OFFICE AND CHAMPAIGN COUNTY HEALTH CARE CONSUMERS FOR HEALTH CARE ASSISTANCE AND NAVIGATION SERVICES

This Memorandum of Understanding (the **"MOU"**) is entered as of January 1, 2022, by and between Champaign County Health Care Consumers (CCHCC), with an address of 44 E Main St #208, Champaign, IL 61820 and The Cunningham Township Supervisor's Office (CTSO), with an address of 205 W. Green St. Urbana, IL 61801, collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to recognize the differing roles and responsibilities for each party in collaboration for providing "Health Care Assistance and Navigation Services."

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for coordinating and implementing the following services for Cunningham Township participants and referrals of Urbana residents:

    a. Medical Navigation including:
        i. Health Insurance Navigation (Medicaid, Marketplace, Medicare)
        ii. Other IDHS navigation (SNAP, TANF, etc)
        iii. Hospital Financial Assistance
        iv. Medical Care navigation assistance (primary, specialist, dental, eye)
    b. Prescription and Medical Equipment Assistance
    c. Referrals to CTSO
    d. Staff training and coordination

2. **Roles and Responsibilities of CCHCC**
    a. **Administrative and Financial Disclosure**
        i. CCHCC agrees to cooperate with site visits with Cunningham Township, as requested, for Township staff to tour and review programs in progress.
        ii. CCHCC will use fiscal, accounting, and audit procedures that conform to accepted accounting practices and applicable statutes.
        iii. CCHCC will provide to the Township, upon reasonable notice, access to and the right to examine such books and records of CCHCC, and CCHCC will make such reports to the Township, as the Township may reasonably require so that the Township may determine whether there has been compliance with this Agreement.
        iv. No person shall be excluded from participation in programs the Township

is funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this MOU on the ground of race, color, national origin, sex, sexual orientation, gender identity, religion, or on any other ground upon which such discrimination is prohibited by law or by municipal ordinance.

v. CCHCC will comply with all applicable statutes, ordinances and regulations. CCHCC will not use any of these funds for lobbying purposes. CCHCC may use these funds to provide opinions on policy matters. If it is determined by the Supervisor of the Cunningham Township that any expenditure made with the funds provided under this Agreement is prohibited by law, the CCHCC will reimburse the Township any amount that is determined to have been spent in violation of the Agreement and/or grant.

b. Programmatic Services

i. <u>Navigation Services:</u>

CCHCC will provide the following services to Cunningham Township participants as well as referrals of Urbana residents, who qualify for CCHCC services:

1. Health Insurance Navigation (Medicaid, Marketplace, Medicare)
    a. Support in applying for, navigating, and updating health insurance.
2. Other IDHS navigation (SNAP, TANF, etc)
    a. Support applying for SNAP, TANF and other entitlements and navigating issues with these.
3. Hospital Financial Assistance
    a. Support applying for Carle Patient Financial Services and other options for past due or future bills.
4. Medical Care navigation assistance
    a. Support establishing a Primary Care Physician, and accessing specialists, eye, and dental care.

It is estimated that 150 Urbana residents will be served per quarter

ii. <u>Emergency Prescription and Medical Equipment Assistance</u>

1. CCHCC will pay for (and get reimbursed for) Prescription and/or Medical Equipment Assistance for Urbana residents when a) no other agency can provide support b) the participant faces serious health consequences for not taking the prescription c) the support

is one-time or short term d) the amount requested is reasonable (generic is used when possible, etc).

2. It is estimated that 25 Urbana residents will be served per quarter

iii. Referrals to CTSO

1. Urbana residents who contact CCHCC first for support will be screened for CTSO services: (Are you out of work? Are you behind on rent? Do you need a food pantry delivery?) and referred to CTSO by emailing their name and contact information to: info@cunninghamtownship.org.

iv. Staff training and coordination

1. Once per year, CCHCC and CTSO staff representatives will meet to train on changes in medical care, review services and coordinate systems of care.

v. Reporting: CCHCC shall report to CTSO quarterly, along with providing invoices on:

1. Number of Urbana residents served that quarter, broken down by each service.
2. Names of participants referred to CTSO or supported from CTSO and services provided

vi. Tracking and Invoicing: CCHCC shall invoice Cunningham Township quarterly a flat $4,000 for navigation services at the end of each quarter plus any prescription drug coverage for Urbana residents capped at $1,500 for the year.

3. Roles and Responsibilities of The Cunningham Township Supervisor's Office (CTSO)

a. Referrals:

i. Referrals from CTSO will be provided directly from a CTSO staffer to CCHCC by emailing the cchcc@cchcc-il.org address, or emailing certain specific CCHCC staff members directly, ccing the participant if they have an email, providing a phone number, and a short overview of the need. CCHCC will follow up by email or phone directly to the participant and report back to the CTSO staffer by email to confirm contact was made or request additional contact help.

ii. CTSO will ensure participant consent prior to making a referral.

b. Financial Support:

i. Cunningham Township shall pay CCHCC quarterly based on invoices at the rate of $4,000 per quarter.

ii. Cunningham Township shall reimburse CCHCC quarterly for Emergency Prescription and Medical Equipment Assistance based on invoices, with a maximum cap for the year of $1,500.

4. **Term.** This Agreement shall commence January 1, 2022 and end December 31, 2022.
5. **Supercession**. This MOU supersedes any prior agreements.
6. **Termination**. The MOU may be terminated by Township or CCHCC upon a 30 day notice in writing to the other party. The notice shall include the reason for termination.
7. **Amendments**. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
8. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
9. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
10. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
11. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
12. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

13. **Conflicts.** In the event of an unresolveable dispute, both parties agree to participate in a mediation process and to split any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
14. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CCHCC

Signed: _____

By: _____

Date: _____

Cunningham Township Supervisor's Office

Signed:

By: Danielle Chynoweth

Date: