

RESOLUTION NO. 31987

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SUBRECIPIENT AGREEMENT WITH ERLANGER COMMUNITY HEALTH CENTERS TO SUPPORT THE GOALS OF THE CITY OF CHATTANOOGA'S CARE COALITION TO ADDRESS HEALTH DISPARITIES IN CHATTANOOGA THROUGH WORK IN HEALTH LITERACY, HEALTH DATA, AND CONTINUED COVID-19 RESPONSE, FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor to enter into a Subrecipient Agreement with Erlanger Community Health Centers to support the goals of the City of Chattanooga's Care Coalition to address health disparities in Chattanooga through work in health literacy, health data, and continued COVID-19 response, for an amount not to exceed \$150,000.00.

ADOPTED: February 27, 2024

/mem

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

Erlanger Community Health Center

And

COVID-19 Action Response, and Equity Coalition (C.A.R.E. Coalition)

Project (HHS/OMH grant)

Office of Community Health - City of Chattanooga, TN

This MEMORANDUM OF UNDERSTANDING (MOU) by and between the above-referenced parties to this MOU set forth conditions for participation in this project.

This Memorandum of Understanding (MOU) serves to establish a partnership between the Erlanger Community Health Centers and the City of Chattanooga, each individually referred to herein as a "Party" and collectively as the "Parties". This Memorandum of Understanding shall be effective as of the date signed by the City's authorized signatory ("Effective Date").

**1. MISSION**

The Erlanger Community Health Centers' Mission is to care for people compassionately. Patient services at Erlanger Community Health Centers are provided through a process established to ensure the delivery of safe timely care and treatment in an atmosphere of respect and dignity.

The Office of Community Health is an operational unit of the Office of the Mayor of Chattanooga. The Office of Community Health addresses health disparities, improves health literacy, and coordinates the City's COVID-19 pandemic response.

Accordingly, the City of Chattanooga and Erlanger Community Health Centers, operating under this MOU, agree as follows:

**2. PURPOSE AND SCOPE**

The City of Chattanooga Office of Community Health and Erlanger Community Health Centers: The parties will work to mutually promote and conduct outreach to inaccessible locations, including the City's network of 18 community centers, churches, schools, nonprofits, and medical clinics. The parties will be targeting the uninsured, underinsured, underserved, and low-income residents to increase health literacy, build trust, and improve outcomes and vaccination rates within the target communities. These events may include minority health fairs, vaccine clinics, and health education workshops.

### 3. **RESPONSIBILITIES**

Each participating Party will appoint an authorized representative to serve as the official contact and coordinate the activities of each party in carrying out this MOU. The initial appointees of each Party are:

- Geeta Maharaj, DNP, RN, FAAN, Interim Director of the Chattanooga Office of Community Health
- Erlanger Community Health Centers, Richard Oldacre, MHSA, MSMIS, Chief Operating Officer

The Parties agree to the following tasks for this MOU:

#### **The City of Chattanooga shall:**

- Be the primary facilitator of all grant programming, financial components, reporting, and compliance.
- Manage and be responsible for the Office of Community Health operations, staff, and associated costs as well as activities associated with the Office of Community Health.
- Maintain weekly communication with Erlanger Community Health Centers and authorized representatives during the grant duration. Communication will include phone calls, emails, virtual meetings, or in-person as needed. All necessary and relevant programmatic information from the grantor and City will be discussed during the weekly communication. Both Parties will adhere to the grant's approved Sub-Recipient Monitoring plan.
- Be responsible for day-to-day execution and staffing of grant-related program operations, goals, objectives, and outcomes.
- Ensure that Erlanger Community Health Centers is paid in a compliant, timely manner for services rendered.
  - The authorized representatives of Erlanger Community Health Centers and the City of Chattanooga will agree upon allowable and reimbursable grant program activities and dollar amounts before activities are executed.
  - Standard City of Chattanooga procurement methods will be used to provide payment to Erlanger Community Health Centers.
  - Erlanger Community Health Centers will submit invoices via email to the City of Chattanooga that outlines dates and services under the program scope provided. Erlanger Community Health Centers should invoice the City of Chattanooga monthly, based on vaccines and clinical supply purchase orders and expenditures incurred but must request reimbursement at least once per quarter.
  - Payment to Erlanger Community Health Centers will be completed via ACH.

- o The City of Chattanooga is responsible for reviewing and approving all related Erlanger Community Health Centers expenditures of grant funds.

**Erlanger Community Health Center shall:**

- Establish and implement project program-specific activities. Activities may include: health fairs, vaccine clinics, and health education workshops.
  - o Additional activities will be approved in advance by the City of Chattanooga authorized representative.
- Help collect de-identified data through the Office of Community Health data collection forms related to services provided to individuals, families, and the community.
- Help prepare reports to document project-related program activity.

**4. The Parties agree that the following essential terms and conditions shall apply in the interpretation and performance of this agreement:**

- a. The Parties hereto, in the performance of this Memorandum of Understanding, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the Parties hereto that the Parties are independent contracting entities and that nothing in this Memorandum of Understanding shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts business affairs or provides its usual services. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.
- b. Each Party shall comply with applicable federal, state, and municipal laws, advice, rules, and regulations, which apply to the performance of this Memorandum of Understanding.
- c. Neither Party shall be responsible for personal injury, property damage, or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the Party is legally responsible. The City of Chattanooga is a governmental entity subject to the limits and terms of the Tennessee Governmental Tort Liability Act in the event that any claims are made as a result of any negligent acts or omissions of its employees pursuant to Tenn. Code Ann. 29-20-201 et. Seq.
- d. This Memorandum of Understanding shall in no way be interpreted as creating an agency or employment relationship between the Parties.
- e. The term of this MOU shall begin on the Effective Date and end on June 30, 2024, for a cost not to exceed \$150,000.00. This MOU shall be reviewed at least once annually, to ensure that the Parties are performing their respective duties and to make any revisions if

necessary.

- f. Either Party may terminate this MOU upon sixty (60) days written notice without penalties or liabilities.
- g. This Memorandum of Understanding may be modified only by a written amendment executed by all Parties hereto.
- h. Erlanger Community Health Centers shall not assign this Memorandum of Understanding or enter into sub-contracts for the work described herein without obtaining the prior written approval of the City of Chattanooga.
- 1. Each Party shall be solely liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions, or omissions of itself or those for whom it is legally responsible relating to or arising under this Memorandum of Understanding.
- J. No person shall be excluded from participation on the grounds of handicap or disability, race, color, sex, national origin, sexual orientation, veteran status, or any classification protected by federal or Tennessee law.
- k. During the course and scope of providing its services, hereunder, the City of Chattanooga and/or Erlanger Community Health Centers may gain knowledge or have access to Confidential Information of the other Party, or otherwise have Confidential Information made available to it only to the extent necessary to perform the duties within the course and scope of this Memorandum of Understanding. The Parties agree that their respective personnel will use Confidential Information for no purpose that is unaffiliated with performing the function outlined in this Memorandum of Understanding. Each Party is permitted to disclose Confidential Information only to its personnel with the need to access such data as a necessary part of the performance of this Memorandum of Understanding. Notwithstanding the foregoing, the preceding provisions of this Section 12 are subject to the requirements of T.C.A. Title 10, Chapter 7, and any other provisions of law pertaining to the disclosure of state records.
- 1. If any terms and conditions of this Memorandum of Understanding are to be held invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Memorandum of Understanding are declared severable.

m. All instructions, notices, or other communications required or contemplated by this Memorandum of Understanding shall be in writing and shall be made by e-mail, facsimile transmission, by first class mail, addressed to the respective Party at the appropriate address as set forth below or such other Party, as may be hereafter specified by written notice.

If to the City of Chattanooga:  
City of Chattanooga  
101 East 11<sup>th</sup> Street  
Suite 300  
Chattanooga, TN 37402  
Dr. Geeta Maharaj  
E-Mail: [gmaharaj@chattanooga.gov](mailto:gmaharaj@chattanooga.gov)

If to Erlanger Community Health Center:  
Erlanger Community Health Center  
251 N. Lyerly Street  
Suite 300  
Chattanooga, TN 37406  
(423) 778-3960  
Angel Moore, Esq.  
E-mail: [Angel.Moore@erlanger.org](mailto:Angel.Moore@erlanger.org)

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this MOU which shall become effective as of the Effective Date stated herein.

**CITY OF CHATTANOOGA, TENNESSEE**

\_\_\_\_\_  
Tim Kelly  
Mayor  
City of Chattanooga

\_\_\_\_\_  
Date

**ERLANGER COMMUNITY HEALTH CENTERS**

\_\_\_\_\_  
Angel Moore  
Chief Executive Officer  
Erlanger Community Health Centers

\_\_\_\_\_  
Date