

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEKALB COUNTY BOARD OF HEALTH  
AND  
DEKALB COUNTY GOVERNMENT**

**I. INTRODUCTION**

This MEMORANDUM OF AGREEMENT between **DeKalb County Board of Health and DeKalb County Government, Grant Period: March 1, 2020 to December 31, 2020.**

**II. GOAL**

Provide Public Health response to the novel coronavirus (COVID-19) to citizens of DeKalb County through mobile testing sites, including telehealth components, to individuals for COVID-19 testing and for access to healthcare and healthy food options to food insecure communities throughout the county that will address and improve the outcomes during COVID-19 and the health of the community, quarantine and/or isolation of individuals either testing positive for COVID-19 or a symptomatic, who cannot isolate at home, and effective infection control, isolation.

Of the \$16,000,000 allocated to DeKalb County Board Health, DeKalb County Government will provide an initial funding allocation in the amount of \$6,000,000 in Priority #1, Immediate Needs funding, to assist DeKalb County residents that have Public Health needs. Funding for this program will come from the CARES ACT funding signed into law on March 27, 2020 that was allocated to DeKalb County to address the COVID-19 crisis.

**III. AREAS OF COLLABORATION**

DeKalb County will provide grant funding to the DeKalb County Board of Health and the DeKalb County Board of Health will operate and manage the programs in accordance with the stipulated responsibilities outlined in the DeKalb County COVID-19 Public Health Program Agreement.

**IV. RESPONSIBILITIES OF DEKALB COUNTY BOARD OF HEALTH**

- a. **DeKalb County Board of Health** will provide Public Health response to DeKalb County residents as reflected in the attached budget. DeKalb County Government will allocate funds to the DeKalb County Board of Health, as requested by the DeKalb County Board of Health.
- b. **DeKalb County Board of Health** will submit monthly detailed programmatic reports which verifies funds expended for all COVID-19 deliverables and eligibility criteria.

- c. DeKalb County's allocation of COVID-19 does not absolve the DeKalb County Board of Health of its responsibility for the CARES Act expense compliance guidelines.
- d. In the event that the subsequent review or audit of COVID-19 expenditures by any governmental entity determines any DeKalb County Board of Health incurred expenses to be non-compliant with CARES ACT guidelines, the required repayment of unallowable costs will be the sole responsibility of DeKalb County Board of Health.

## **V. DUE DILIGENCE & PAYMENT TERMS**

DeKalb County Board of Health shall submit a signed, dated Memorandum of Agreement (MOA) to DeKalb County Government. Upon full execution of the MOA, DeKalb County Government will immediately allocate funding to the DeKalb County Board of Health to ensure prompt receipt of COVID-19 public health infrastructure and system applications. The DeKalb County Board of Health will submit monthly Programmatic Reports for all Public Health expenditures related to the COVID-19 to DeKalb County Government.

## **VI. PRINCIPAL CONTACTS**

### **DeKalb County Board of Health:**

**Brenda K. Smith**

Chief Financial Officer

DeKalb County Board of Health

445 Winn Way

Decatur, Georgia 30030

Phone: (404) 294-3831

### **DeKalb County Government**

**Deborah Sherman**

Assistant Director, Capital & Grants

DeKalb County Government

1300 Commerce Drive

Decatur, Georgia 30030

Phone: (404) 371-2059

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

## **VII. USE OF INTELLECTUAL PROPERTY**

The Parties agree that any intellectual property, which is jointly developed through activities covered under this Agreement, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the Agreement will remain the property of the party that provided it. This property can be used by either party for purposes

covered by the Agreement, but consent will be obtained from the owner of the property before using it for purposes not covered by the Agreement.

### **VIII. EFFECTIVE DATE AND AMENDMENTS**

This Agreement shall take effect upon signing by both Parties and shall remain in effect for a period of one (1) year or Grant period from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this Agreement without prior written consent of the other party.

The Agreement may be renewed at the end of this period by mutual written agreement by both Parties. The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this Agreement and any related agreement, work plan, and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event that either PARTNER fails to perform its obligations under this Agreement, the other PARTNER shall have the right to terminate this Agreement and any related agreement, work plan and budget immediately upon written notice.

The individuals signing this Agreement on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

### **IX. NO JOINT VENTURE**

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, not is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with the intention.

### **X. DISPUTE RESOLUTION**

The Partners hereby agree that in the event of any dispute between the Partners related to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement as to legal form.

**XI. ENTIRETY**

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners. Such signature by both Partners may be made by tele-facsimile.

**DEKALB COUNTY BOARD OF HEALTH**

**DEKALB COUNTY GOVERNMENT**

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**Printed Name & Title**

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**Printed Name & Title**

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**Signature**

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**Signature**

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**Date**

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**Date**