

MEMORANDUM OF AGREEMENT
BETWEEN
DeKalb County Board of Health
AND
DeKalb County Government

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT dated June 15, 2021 between **DeKalb County Board of Health**, and **DeKalb County Government**.

II. GOAL

Provide Public Health response to the novel coronavirus (COVID-19) by vaccinating all willing citizens of DeKalb County with the opening of vaccine distribution site(s), with locations to be determined by both parties in support of the COVID-19 vaccination efforts. DeKalb County will advance **\$1,052,350.00** to assist in the efforts to vaccinate DeKalb residents. These vaccination site(s) will be accessible to individuals without reliable transportation. Funding for this program will come from the FEMA – Vaccination Grant or American Rescue Plan (ARP) Grant allocated to DeKalb County to address the COVID-19 crisis as appropriate.

Provide for the deployment of six (6) mobile medical units and four (4) health promotion/education units that will provide vaccine accessibility to all DeKalb County residents by providing vaccinations in the neighborhoods.

III. AREAS OF COLLABORATION

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

IV. RESPONSIBILITIES OF DEKALB COUNTY BOARD OF HEALTH:

a. DeKalb County Board of Health:

- (1) Manage and provide oversight and personnel resources for the vaccination sites.
- (2) Operational cost including supplies, materials, IT equipment, including tablets, laptops and printers, and software applications.
- (3) Medical Supplies and equipment
- (4) Media and advertising
- (5) Manage and provide oversight of hourly mobile unit coordinators for the deployment of the mobile units in the community.

b. DeKalb County Board of Health will submit monthly detailed programmatic reports which verifies that all COVID-19 deliverables and eligibility criteria are met.

c. DeKalb County's payment of any reimbursement requests submitted by **DeKalb County Board of Health** does not absolve **DeKalb County Board of Health** of its responsibility for the FEMA - expense 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 the FEMA-Vaccination guidelines, the required repayment of unallowable costs will be the sole responsibility of **DeKalb County Board of Health**.

RESPONSIBILITIES OF DEKALB COUNTY GOVERNMENT

- a. DeKalb County will be responsible for the temporary personnel service contracts(s) that will provide clinical and clerical vaccine distribution and call center personnel resources which includes interpreters needed in support of administering COVID-19 vaccines in neighborhoods in the County.

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 Agreement, **DeKalb County Board of Health** will submit monthly Reimbursement and/or Programmatic Reports for all eligible expenditures and services related to the COVID-19. DeKalb County will process reimbursements immediately to ensure prompt receipt of payment.

PRINCIPAL CONTACTS:

Community Service Board:
Dr. Sandra J. Valenciano
Interim District Health Director
DeKalb County Board of Health
445 Winn Way
Decatur, GA 30030
404-294-3700

DeKalb County Government:
Deborah Sherman
Assistant Director, Capital & Grants
DeKalb County Government
1300 Commerce Drive
Decatur, GA 30030
404-371-2059

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

VI. 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.

VII. EFFECTIVE DATES 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 the 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.

VIII. 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, nor is the purpose of the Partners to enter 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 such intention.

IX. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating 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 in a legal forum.

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 telefacsimile.

DEKALB COUNTY BOARD OF HEALTH

DEKALB COUNTY GOVERNMENT

Printed Name & Title

Printed Name & Title

Signature

Signature

DATE

DATE