



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Health and Social Services

FINANCE AND MANAGEMENT SERVICES
Juneau Office

P.O. Box 110650
Juneau, Alaska 99811-0650
Main: 907.465.3082
Fax: 907.465.2499

Memorandum of Agreement Between
State of Alaska - Department of Health and Social Services
Division of Public Health – COVID-19 Emergency Operations Center (DPH-EOC)
- and -
City of Valdez
C0621-570-GG

I. PURPOSE AND SCOPE

The purpose of this MOA is to provide funding to government entities to implement community-driven strategies that support COVID-19 related activities. These activities include improving efforts and increase access to COVID-19 testing in the community, building capacity to increase access to COVID-19 vaccine in the community, and implementing strategies that decrease health inequities, as well as other COVID-19 related recovery and prevention strategies.

II. THE DPH AGREES TO:

Provide support to the community on COVID-19 vaccine administration, testing, and other COVID-19 related activities. The COVID-19 EOC Team is available to consult and provide technical assistance to government entities and to pre-approved pass-through recipients of award funding. The team will also ensure that approved activities meet the funding requirements.

III. THE MOA RECIPIENTS NAME TO:

Provide expanded COVID-19 testing capacity, purchase COVID-19 related testing supplies, and provide expanded COVID-19 vaccine administration with pass-through funding to Valdez Medical Clinic and AlfaDoc.

Recipient must establish/maintain/provide electronic reporting of SARS-CoV2/COVID-19 laboratory data to CDC daily per the guidance provided by CDC (e.g., CELR). This includes all testing (e.g., positive/negative, PCR, Point-of-Care, etc.) and complete data elements (e.g., race/ethnicity).

Any additional activities not specifically stated in this MOA must be approved by the COVID-19 EOC Team prior to those activities occurring.

IV. JOINT RESPONSIBILITIES:

Both parties will make a good faith effort to communicate about any issues that might arise that will impact the timeliness of activities, reporting, or payment.

V. PERIOD OF AGREEMENT AND TERMINATION:

This agreement will terminate on March 31, 2022 and receipts must be for activities prior to this date. Funds are intended to be used to support staff time (including overtime), supplies, and other materials as needed to support COVID-19 related activities.

VI. TERMS OF PAYMENT

The State agrees to pay the City of Valdez up to \$177,639.29 over the term of this agreement.

The Recipient will submit monthly invoices detailing services performed in accordance with APPENDIX A (provided separately).

The invoice must:

- reference the recipient's name, address and phone number
- reference the contract number: C0621-570-GG
- include an invoice number
- Reference the Alaska Division of Public Health – COVID-19 EOC Team

Failure to include the required information on invoices may cause an unavoidable delay to the payment process. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director. The Recipient shall submit final invoices to the address specified below no later than 30 days after March 31, 2022.

Email invoices to:

- covidadmin@alaska.gov
(please reference *Community MOA Reimbursement Request* in the subject line)

Notwithstanding any other provision of this contract, it is understood and agreed that The State shall withhold reimbursement at any time the recipient fails to comply with the terms of the MOA.

VII. GRANT COMPLIANCE FROM THE FEDERAL NOTICE OF GRANT AWARD

- CFDA Number 93.323, U.S. Department of Health and Human Services, Epidemiology and Laboratory Capacity for Infection and Control of Emerging Infections Diseases
- Recipients must comply with the Terms and Conditions of this award and all Code of Federal Regulations.
- Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government

in the implementation and enforcement of federal orders related to quarantine and isolation.

- To achieve the public health objectives of ensuring the health, safety, and welfare of all Americans, Recipient must distribute or administer vaccine without discriminating on non-public-health grounds within a prioritized group. This includes, but is not limited to, immigration status, criminal history, incarceration, or homelessness. To this end, and to help achieve the public health imperative of widespread herd immunity to COVID-19, Recipient must administer or distribute vaccine to any and all individuals within a prioritized group in the same timeframe, taking into account available vaccine doses. For example, if meatpacking plant workers are a prioritized group, then all workers in that group, including undocumented immigrants, must be vaccinated to help assure that the plant is in a position to safely resume essential functions. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.
- Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.

Unallowable Costs:

- Resources or activities funded by another HSS Contract, grant, or MOA
- Purchase of vehicles
- Reimbursement of pre-award costs
- Research
- Indirect costs associated with the award
- Food and/or water
- Hospital bill or insurance claims
- Clinical care
- **Publicity and propaganda (lobbying):**
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - All unallowable costs cited in CDC-RFA-TP18-1802 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

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VIII. CONTACT INFORMATION

DPH-EOC primary point of contact: Marie Jackman
Division of Public Health, COVID Public Health Specialist
3601 C Street, Suite 722
Anchorage AK 99503
Office: 907-744-7297
Email: marie.jackman@alaska.gov

City of Valdez primary point of contact: Mark Detter
City of Valdez, City Manager
Office: 907-834-3406
Email: mdetter@valdezak.gov

City of Valdez finance contact: Brian Carlson
City of Valdez, Finance Director
Office: 907-834-3475
Email: bcarlson@valdezak.gov

City of Valdez additional contact: Bart Hinkle
City of Valdez, Police Chief
Office: 907-835-4560
Email: bhinkle@valdezak.gov

VII. SIGNATURES

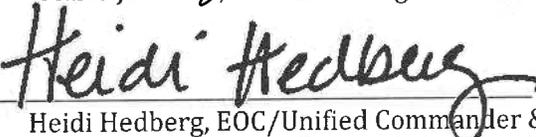
By signature of the below, both parties agree to the terms of this MOA.

City of Valdez

By:  Date: 4/27/21
Mark Detter, City Manager, City of Valdez

State of Alaska

By:  Date: 4/27/2021
Marie Jackman, DPH-EOC Program Contact

By:  Date: 05/04/2021
Heidi Hedberg, EOC/Unified Commander & DPH Director

By:  Date: 4/29/2021
Jason Grove, Procurement Manager