

Agreement between the Oklahoma State Department of Health (hereinafter referred to as “OSDH”) and Muskogee County Health Department (hereinafter referred to as the “Vendor”).

Background and Purpose:

On December 27, 2020, the President signed into law the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260). On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (P.L. 117-2). Both laws include supplemental funding for coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. More specifically, this supplement will be used to ensure greater equity and access to Coronavirus Disease 2019 (COVID-19) vaccine by those disproportionately affected by COVID-19.

Health Equity is achieved when all individuals have the opportunity to attain their full health potential. Conditions in the places where people live, learn, work, play, and worship affect a wide range of health risks and outcomes, such as COVID-19 disease, severe illness, and death. As evidenced by the available data to date, populations that have been disproportionately affected by COVID-19 include, but are not limited to:

- People in racial and ethnic minority groups
 - Non-Hispanic American Indian
 - Alaska Native
 - Non-Hispanic Black
 - Hispanic
- People living in communities with high social vulnerability index
- People living in rural communities
- People with disabilities
- People with who are homebound or isolated
- People who are underinsured or uninsured
- People who are immigrants and/or refugees
- People with transportation limitations

The goal of this Agreement is to address these disparities, the purpose of this supplemental guidance, is to fund strategies that ensure greater equity and access to COVID-19 vaccine by those disproportionately affected by COVID. Criteria that can help you prioritize your selection of communities of focus may include:

- Communities that have experienced disproportionately high rates of SARS-CoV-2 (the virus that causes COVID-19) infection and severe COVID-19 disease or death
- Communities that have high rates of underlying health conditions that place them at greater risk for severe COVID-19 disease (e.g., heart disease, lung disease, obesity, see CDC website for detailed list)
- Communities likely to experience barriers to accessing COVID-19 vaccination services (e.g., geographical barriers, health system barriers)
- Communities likely to have low acceptance of or confidence in COVID-19 vaccines
- Communities where COVID-19 mitigation measures (e.g., mask wearing, social distancing) have not been widely adopted
- Communities with historically low adult vaccination rates

- Communities with a history of mistrust in health authorities or the medical establishment
- Communities that are not well-known to health authorities or have not traditionally been the focus of immunization programs

Sustainability is a key component of these activities so that the country is prepared for the potential need for a COVID-19 booster vaccination and to implement influenza vaccination both seasonally and for pandemic preparedness. These activities should improve access to COVID-19 vaccine, as well as other necessary vaccines, for at-risk individuals.

Agreement Period:

This agreement is to be effective July 1, 2021 through June 30, 2024 or until either party decides to terminate this Agreement under the terms as stated herein.

Period of Performance:

July 1, 2021 – June 30, 2024 (Renew each SFY)

- Year 1: July 1, 2021 – June 30, 2022 (Initial Year)
- Year 2: July 1, 2022 – June 30, 2023 (Renewal 1)
- Year 3: July 1, 2023 – June 30, 2024 (Renewal 2)

NOTE: Renewals are by mutual agreement based on funding availability.

Terms of this Agreement are as follows:

The OSDH agrees to:

1. Provide operational support to the agency divisions, enabling the grant activities to be carried out pursuant to the grant workplan and objectives. Areas of operational support shall include but not be limited to:
 - a. human resources – posting, screening, interviewing, selecting, hiring, onboarding positions
 - b. procurement – establishing and maintaining contracts between organizations
 - c. purchasing – enabling the purchase and receipt of necessary equipment and supplies
 - d. legal – consultation, review and advisement by legal staff on grant activities
 - e. accounts payable – receipt and review of invoices from public health districts, timely payment of invoices within 30 calendar days of complete invoice submission by the public health district to OSDH accounts payable; identified payment remittent advices indicating the invoice number, purpose and amount of reimbursement by county
 - f. financial monitoring and reporting – maintaining accurate information and reporting monthly on grant expenditures; supplying required financial reports to grantor on time and with accuracy

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The Vendor agrees to:

1. Perform all identified activities within the public health district's workplan and budget, including but not limited to:
 - a. Convene strategic planning meetings;
 - b. Support and train outreach workers and community engagement specialists;
 - c. Develop health, healthcare and public health workforce;
 - d. Assess and recommend improvements for data collection and reporting;
 - e. Convene and facilitate coalitions and advisory groups;

- f. Establish, support and monitor vendor contracts pursuant to the public health district's workplan and budget, in support of grant objectives;
- g. Purchase necessary equipment and supplies;
- h. Submit complete, accurate and timely invoices seeking reimbursement with grant funds for activities within the public health district's workplan and budget;
- i. Report financial activities, monthly; and
- j. Report progress on grant activities, quarterly.

Invoicing:

As public health districts will be fronting millage funds for the activities of the grant, prompt submission, review and processing of monthly invoices shall occur. Reimbursement of invoices shall occur within 30 calendar days from the complete invoice being submitted to OSDH by the public health district.

The parties understand and acknowledge that grant funds are being awarded to OSDH as the grantee agency. Funds that come from OSDH and to public health districts as reimbursement are to be used in accordance with the grant requirements, workplans and objectives. The public health district agrees to participate in an annual State Auditor and Inspector (SA&I) independent audit program.

Public health districts will submit their invoices to the appropriate program area invoice contact within 8 days of the end of each month and place in appropriate Microsoft Teams page and document when invoice has been paid. Additional required documentation may include but is not limited to receipts, bills of lading, packing slips, and any other documents requested by OSDH.

Contact Persons:

For the purposes of this Agreement, all contacts with the Vendor shall be directed to its representative: _____ at telephone number: _____.

For purposes of this Agreement, all contacts with the OSDH shall be directed to its representative: Immunization Service: SarahMW@health.ok.gov (Primary)
FauziaK@health.ok.gov (Back-up)

Other Terms:

Required Activities/Deliverables:

Vendor has their own Work Plan and the CDC has specific Performance Measures to report on.

Equipment and Other Purchases:

No items of equipment, property or other capital purchases shall be reimbursed under the provisions of this Agreement unless specifically allowed in the attached line item budget. "Equipment" is defined as "an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Vendor for financial statement purposes pursuant to 2 CFR Part 200.439 and any other applicable State or Federal law". If equipment is allowed to be purchased by the Vendor, each purchase must be pre-approved by the OSDH, and the Vendor must have an established inventory system compliant with 2 CFR Part 200.313. If the purchase of equipment is approved, requests to OSDH for reimbursement of equipment purchased by Vendor under this

Agreement must be accompanied by copies of all paid invoices, the Vendor's depreciation policy, and a list of the purchased equipment, including the serial #(s) and Vendor's inventory control #(s).

No equipment purchased through the Agreement may be disposed of without prior approval by the OSDH.

Allowable & Non-Allowable Expenses:

- Research
- 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-IP19-1901 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.

Refer to **Attachment A: Allowable and Not Allowable Expenses for COVID-19 funding.**

Budget:

Up to \$1,750,000.00 for the period July1, 2021 – June 30, 2024

Each District (1, 2, 3, 4, 5, 6, 7, 8, and 9):

Funded Salary positions will be paid through OSDH Payroll and Purchase Orders will be issued for District allowable reimbursable expenses.

Payment Frequency:

Monthly invoicing and reimbursement payments to the Oklahoma State County Health Department districts.

Performance Measures and Reporting:

Vendor will submit performance measures following the below schedule:

Monthly Financial Expenditures Report:

Due no later than the 8th of the month reporting on the previous month (ex. due July 8, 2021 reporting for the month of June 2021).

Quarterly Performance Measures Report:

Due by the 8th of the month following the end of the quarter (ex. due: July 8, 2021 for Period April 1, 2021 – June 30, 2021).

Award #: 6 NH23IP922575-02-04

FAIN #: NH23IP922575

Federal Award Date: 01/15/2021

Assistance Listing #: 93.268

CDC Reporting Requirements:

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Ackeem Evans, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 1
2939 Flowers Road, MS-TV-2
Atlanta, GA 30341
Email: QTQ4@CDC.Gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

General Terms and Conditions:

Amendment:

This agreement is subject to amendments at any time by written consent and approval of both parties.

Cancellation Clause:

This contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record.

Intergovernmental Contracting Clause:

The Contractor certifies that the services provided under this contract are authorized in the normal course of the Contractor's agency business and that the individuals providing services are employees of the Contractor's agency and that those employees possess the expertise necessary to fulfill the requirements of this agreement.

Privacy Clause:

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

Protecting and Securing Protected Health Information:

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is applicable to this contract, Contractor, its officers and employees (collectively, "Organization") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound;
- (e) each Party shall report to the other Party any unauthorized use or disclosure immediately upon becoming aware of such unauthorized use or disclosure and mitigate any harmful effects known to the Parties of a use or disclosure made in violation of the contract;
- (f) each Party shall indemnify and hold the other Party harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure of any PHI or

- to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
 - (h) make PHI available in accordance with 45 CFR § 164.524;
 - (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
 - (j) make the information required to provide an accounting of disclosures available in accordance with 45 CFR § 164.528;
 - (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534;
 - (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
 - (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Organization pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH and the Contractor shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH.

Approved By:

Oklahoma State Department of Health
123 Robert S Kerr
Oklahoma City, OK 73102

Muskogee County Health Department

By: _____
Jennifer Lepard
Chief Operating Officer

By: Scott R Johnson
Name Regional Director

Date: _____

Date: 7/26/21



2 day of Aug 2021
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk

County Clerk
West Virginia
Municipal Government
Municipal Government
Municipal Government
Municipal Government
Municipal Government
Municipal Government