

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND  
THE UNIVERSITY OF ALABAMA AT BIRMINGHAM  
FOR THE DISTRIBUTION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

This Memorandum of Understanding is made by and between the State of Alabama Department of Finance, at 600 Dexter Avenue, Montgomery, Alabama 36130, hereinafter referred to as "DOF" and The Board of Trustees of the University of Alabama for and on behalf of the University of Alabama at Birmingham, at 701 20<sup>th</sup> Street South, AB 1030, Birmingham, Alabama 35294, hereinafter referred to as "UAB." This agreement becomes effective as of the latter of the dates of the signatures of the representatives of DOF and UAB, hereinafter collectively referred to as the "parties."

**I. PURPOSE**

The federal Coronavirus Aid, Relief, and Economic Security Act, hereinafter referred to as the CARES Act, established the Coronavirus Relief Fund, hereinafter referred to as CRF. The CARES Act appropriated \$150,000,000,000 to the CRF to make payments to State, local, and tribal governments for the purposes enumerated in the CARES Act, namely to respond to and mitigate the coronavirus pandemic. The State of Alabama received approximately \$1,900,000,000 from the CRF. CRF funds may only be used to cover costs that 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Alabama Act 2020-199 divided the State of Alabama's share of CRF funds into ten categories and charged DOF with the responsibility of administering the funds on behalf of the people of Alabama. One such category provides, "Up to \$250,000,000 to be used to support the

delivery of health care and related services to citizens of Alabama related to the coronavirus pandemic.” UAB is requesting, and DOF is agreeing to provide, \$30,000,000, from this category of CRF funds to support UAB’s “Testing for Alabama” and “Stay Safe Together” projects as described in the overview document attached hereto as Appendix A. The budgets for said projects are attached hereto as Appendix B.

In sum, “Testing for Alabama” will create a consortium of entities, led by UAB, that will work with the Alabama Department of Public Health, hereinafter ADPH, to establish and support a broad, robust re-entry testing platform focused primarily on Alabama’s public institutions of higher education and two-year colleges. Additional targeted testing will be implemented in certain underserved regions and locations in Alabama with identified health care disparities.

For “Stay Safe Together,” UAB will develop a platform to monitor and prevent coronavirus outbreaks. It will include an assessment tool for individuals to log their health status, and it will provide a contact tracing application that will notify users if they have potentially been exposed to coronavirus, allowing them to seek medical advice and take steps to prevent exposing others. The “Stay Safe Together” platform will be made available to all students, faculty, and staff at all of Alabama’s public institutions of higher education, junior colleges in the Alabama Community College System, and public primary and secondary schools across the State.

As those projects have been presented to DOF by UAB, DOF has concluded the “Testing for Alabama” and “Stay Safe Together” projects are necessary to respond to and mitigate the coronavirus pandemic in Alabama. Further, DOF concludes that funding said projects using the State’s CRF funds is an appropriate use of said funds under both Federal and State law. DOF fully supports UAB in its efforts to support and protect the citizens of Alabama.

## II. PARTIES' RESPONSIBILITIES

### A. UAB agrees to the following:

1. To develop and implement its "Testing for Alabama" and "Stay Safe Together" projects described in Appendix A and on budget as described in Appendix B;
2. To collaborate and share information on the project with the Alabama Department of Public Health so that, to the greatest extent possible, the two entities' efforts are complementary and not duplicative;
3. To provide to the State Finance Director's Office, on the first of every month, beginning July 1, 2020 until conclusion of the project by either completion or termination, a report detailing the progress made on the project and an itemized list of expenditures for the project for the preceding month;
4. To request reimbursement monthly for expenses incurred for the preceding month;
5. To use the funds provided by DOF under this agreement in accordance with federal and state law and for the purposes set forth in this agreement and for no other purpose; and
6. To return any funds provided by DOF under this agreement that are unspent as of December 30, 2020.

### B. DOF agrees to the following:

1. To provide \$30,000,000 to UAB from the State's CRF funds to fund this project and for no other purpose; and
2. Upon UAB's request, to reimburse UAB in a timely manner for reasonable expenditures made in furtherance of this project.

### III. FINANCIAL ARRANGEMENTS

The parties agree that within fourteen days of the effective date of this agreement, DOF will provide an advance of \$6,000,000 of the \$30,000,000 owed under this agreement towards the commencement of the projects described herein. The balance of \$24,000,000 will be provided to UAB on a reimbursement basis at least once per month.

### IV. TERMINATION OF AGREEMENT

Except as set forth in this section, this agreement may be terminated only by a writing signed by each party or representatives of each party. If UAB determines that it will not pursue this project for whatever reason, it may terminate this agreement upon written notice to the State Finance Director and upon return of any unspent funds. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the funds, that the funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this agreement immediately upon written notice to UAB.

### V. MISCELLANEOUS PROVISIONS

A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

B. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Counsel's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

D. DOF and UAB understand the unprecedented and novel challenge that COVID-19 presents to the State and its educational institutions. Therefore, UAB cannot guarantee the success of its efforts under this Memorandum of Understanding. In addition to the reporting requirements in Section II.A.3., UAB will reasonably update DOF of material changes that make UAB's performance hereunder impracticable.

## VI. AMENDMENT

This agreement may be amended only by a writing signed by each party or representatives of each party.


In witness whereof, the parties hereto have caused this agreement to be executed by those officers, officials, and persons thereunto duly authorized.

State of Alabama  
Department of Finance

The Board of Trustees of the University of  
Alabama for and on behalf of the University of  
Alabama at Birmingham

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Kelly Butler  
Finance Director



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Allen Bolton  
Senior Vice President  
Finance and Administration

APPROVED:

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Kay Ivey  
Governor of Alabama

## APPENDIX A

### GENERAL OVERVIEW:

The current COVID-19 pandemic is an unprecedented event requiring extraordinary measures to reduce transmission of the disease and allow individuals to return to work and school safely. Based on advice from UAB's experts on infectious disease, Alabama's public entities, as well as its private businesses and community organizations, immediately need to take proactive steps to reduce the possibility of COVID-19 transmission and ensure the safety of their facilities. Such steps include the following measures: (1) employ heightened cleaning and sanitation standards; (2) develop and use systems for symptom and exposure tracking and reporting; (3) trace personal contacts of infected persons; (4) engage in sentinel and re-entry testing; (5) procure and utilize personal protective equipment; and (6) provide training and education to employees and students.

While it is critically important to allow for the return of our economy, we must provide tools and guidance to protect the citizens of our state. Particularly at risk are (1) areas experiencing increasing rates of infection, (2) areas that have been underserved in COVID-19 testing, and (3) rural areas where there are significant disparities in access to care and testing. In addition to needed re-entry testing, we need tailored and targeting "re-entry" plans for schools, businesses, churches, and other community organizations to follow. Unfortunately, there is no "one size fits all" strategy that is guaranteed to prevent transmission of the disease and ensure safe and healthy environments. Each organization is unique and therefore faces different transmission risks based on its size, purpose, use, population, etc. Therefore, in addition to following the general steps outlined above, each facility must develop a specific re-entry plan tailored to its unique circumstances.

The situation currently facing Alabama is continual spikes in cases that require us to engage in significant increases in testing. This testing must start with "hot spot" areas and include our public institutions of higher education and two year colleges. In the case of public higher education institutions as well as its two year colleges, there is also a pressing need for guidance and tools for safe re-entry. These institutions, which draw and house large student populations composed of individuals from throughout our state, other states, and other countries, present a much greater transmission risk than primary and secondary schools (K-12), whose student populations are smaller, drawn from a single geographic community, and do not reside on campus. For this reason, the necessity of re-entry testing is much greater for higher education institutions and two year colleges than for primary and secondary schools. As such, the testing component of this proposal focuses primarily on these institutions.

By contrast, employing consistent and effective tracking and tracing capabilities is critically important for all educational institutions, private businesses, and other community organizations as we strive to contain the spread of the disease. As such the tracking and tracing proposal below is presented as an option for all educational institutions in our state.

It is understood that the funding available for the services described below as well as the attached budget must be expended by December 31, 2020.

## **COVID-19 TESTING:**

The current urgent need to increase testing immediately throughout the state cannot be overstated. Alabama is experiencing a resurgence in COVID-19 cases, due in part to mixed messaging in the community and insufficient testing capacity. As our communities relax social distancing measures and citizens resume public activities, our state's limited testing capacity places us at great risk for an increase in COVID-19 cases and, unfortunately, fatalities.

This proposal seeks to create a consortium, composed of the University of Alabama at Birmingham (UAB), the HudsonAlpha Institute for Biotechnology, and the University of South Alabama (USA), which will work with the Alabama Department of Public Health (ADPH) to establish and support a broad, robust re-entry testing platform focused primarily on Alabama's institutions of public higher learning and its two year colleges. Targeted testing will be implemented in certain underserved regions and locations with identified health care disparities. The consortium will be named "Testing for Alabama" and employ a full-time executive director. It will include an expanded laboratory testing unit at UAB, which will be capable of conducting a high volume of highly accurate COVID-19 tests. The UAB laboratory will use its unique capacity to immediately expand and support re-entry testing for public higher education institutions and two year colleges along with underserved regions and locations with identified health care disparities. The consortium may also be used for identified infection "hot spots" throughout the state. To provide further support for the testing platform, Testing for Alabama will engage multiple testing sites and approaches to fulfill the testing service needs.

If the State wants to increase the scope of COVID-19 testing services beyond what is described above (such as providing testing services for K-12 schools, long term care nursing facilities, etc.), Testing For Alabama is positioned to provide expanded testing in an effective and efficient manner. If the State decides to take this step, UAB will work with other consortium members to develop a budget for these additional testing services.

## **TRACKING/TRACING:**

Constructing a successful re-entry framework for schools and businesses will require not only consistent testing but also an effective tracking and tracing platform to monitor and prevent COVID-19 outbreaks. UAB is currently developing such a platform, known as Stay Safe Together. The platform includes a COVID-19 assessment tool, which allows individuals to log their COVID-19-related health status and symptoms daily, as well as a contact tracing application that is backed by Google and Apple technology. When a user reports a positive COVID-19 diagnosis or exposure, the contact tracing app automatically notifies other users who were previously in close proximity to the user with a positive diagnosis. This enables those exposed individuals to seek medical advice and take steps to prevent potentially exposing others to COVID-19, thereby reducing further transmission. The Stay Safe Together platform can be provided to all students, faculty, and staff at all of Alabama's public institutions of higher learning, junior colleges in the Alabama Community College System, and primary and secondary schools (K-12) throughout the state.



## **DELIVERABLES:**

### **I. COVID-19 Testing for Alabama**

#### **A. COVID 19 Testing Strategy – Address Current Testing Disparities Across Alabama:**

- Expand UAB and USA testing labs (directly or through third party outsourcing) to address (1) current testing disparities in infection hotspots, and (2) the need for increased testing capacity for our state.
- Enhance this testing structure by using mobile testing units across the state, especially in rural areas.
- Develop high volume testing capacity through the use of appropriate high volume, high accuracy batch testing platforms (including Kailos Genetics') performed on My Seq or Next Seq machines, which will be placed in reasonable and appropriate locations within the State to provide the testing under this Section 1.A.
- Each testing site will provide sequencing and testing capacity and deliver real-time information throughout the state. This will enable us to establish and maintain control of the spread of the virus, thereby enhancing the safe return to normal activity for all citizens.

**B. Testing Strategy – Re-entry of College Students:** Utilize the testing protocols described above to administer COVID-19 tests to all college students returning to campuses throughout the state for Fall Semester.

**C. Testing Strategy – Sentinel Testing:** Utilize the testing protocols described above to administer COVID-19 sentinel testing of approximately 4% of all students, faculty and staff per week for public institutions of higher education throughout our state.

**D. Testing Strategy – Other Organizations:** Allow other organizations in need of ongoing large volume testing and evaluation to utilize/participate in resources described above subject to additional funding being provided by the State or such other organizations.

### **II. Tracing and Tracking**

**A. Tracing and Tracking Strategy – Use of Stay Safe Together Platform:** Expanded testing capacity will be linked to real-time contact tracing through Stay Safe Together. By identifying newly diagnosed COVID-19 cases and notifying all

potentially exposed individuals, we will limit the spread of infection within the local community and ultimately bring the epidemic under control in our State.

**B. Tracing and Tracking Strategy – Initial Targeted Populations:** The Stay Safe Together platform includes the symptom tracker, health check, and the Apple/Google app. Initial use of the app would focus on the following populations:

- Higher Education Institutions (Public and Private)
- Alabama Community College System
- Primary and Secondary schools (K-12)

Appendix B

State of Alabama CARES Testing, Tracking and Tracing Budget Proposal

Category	Testing Expansion	Tracking	Total
Personnel	\$ 1,287,575	\$ 1,212,433	\$ 2,500,008
Software and Equipment	\$ 2,400,000	\$ 3,760,460	\$ 6,160,460
Marketing and Education	\$ 500,000	\$ 955,000	\$ 1,455,000
Facility Renovation, Operation and Maintenance	\$ 2,500,000		\$ 2,500,000
Testing Supplies and Other Expense	\$ 5,200,000	\$ 1,196,470	\$ 6,396,470
Contracted Services	\$ 6,985,000		\$ 6,985,000
Expansion of Statewide Buildout	\$ 4,000,000		\$ 4,000,000
<b>Total</b>	<b>\$ 22,872,575</b>	<b>\$ 7,124,363</b>	<b>\$ 29,996,938</b>