

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF ALABAMA DEPARTMENT OF FINANCE AND  
THE ALABAMA HOSPITAL ASSOCIATION  
FOR THE DISTRIBUTION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

This Memorandum of Understanding (the "Agreement") 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 Alabama Hospital Association, at 500 North Eastern Boulevard, Montgomery, Alabama 36117, hereinafter referred to as "AlaHA." This Agreement becomes effective as of the latter of the dates of the signatures of the representatives of DOF and AlaHA, hereinafter collectively referred to as the "parties."

**1. PURPOSE AND SCOPE**

(a). 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.

(b). 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." DOF desires to utilize CRF funds to establish a grant program for the benefit of Alabama's hospitals. Specifically, DOF will provide up to \$50,000,000 (fifty million dollars) to AlaHA to distribute for the benefit of all of Alabama's qualifying hospitals for the purpose of responding to or mitigating the COVID-19 public health emergency. DOF desires to partner with AlaHA to create and implement said program as AlaHA possesses information necessary to facilitate the application by hospitals for CRF funds and the distribution of CRF funds to qualifying hospitals as determined appropriate by DOF. A detailed program budget is attached as Appendix A.

**2. PARTIES' RESPONSIBILITIES**

(a). AlaHA agrees to the following:

(i). To assist DOF in making available to Alabama hospitals an application form and other program forms, if any, for CRF funds that is approved by DOF;

(ii). To verify which of Alabama's hospitals qualify for participation in the grant program described herein ("Subrecipients"), provided that DOF shall determine the amount of funds awarded to Subrecipients;

(iii). To receive timely CRF fund applications submitted by Alabama hospitals ("Applicants") and deliver them to DOF on or before the application deadline;

(iv). To deliver CRF fund agreements from DOF to Subrecipients and to facilitate, within its reasonable control and ability, execution and delivery of CRF fund agreements by Subrecipients;

(v). To distribute CRF funds from DOF to Subrecipients in accordance with instructions from DOF;

(vi). To facilitate collection of data and reports from Applicants and Subrecipients and to submit such data and reports to DOF for purposes of DOF's audit and/or validation of such data and reports, provided that AlaHA shall not be responsible for auditing and/or validating such data and reports; and

(vii). To undertake its responsibilities hereunder fairly and impartially on behalf of all qualifying hospitals in Alabama, regardless of AlaHA membership of any hospital.

(b). DOF agrees to the following:

(i). To approve the application form for CRF funds with the advice and input of AlaHA;

(ii). To determine the amount of CRF funds to be awarded to each Applicant (the Subaward"), if any;

(iii). To identify in advance to AlaHA in writing the specific amount of any CRF funds to be distributed to each Subrecipient and to deliver to AlaHA sufficient funds to cover the amount of CRF funds to be delivered by AlaHA to the Subrecipient as determined by DOF in its sole discretion;

(iv). To audit and validate data submitted by Applicants on the CRF fund application or any subsequent report by an Applicant or Subrecipient to DOF; and

(v). To evaluate each Subrecipient's use of CRF funds in accordance with Code of Federal Regulations, Title 2, § 200.331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the Subaward, and to monitor each Subrecipient's activities as necessary to ensure that the Subaward is used for authorized purposes, in compliance with law, and that Subaward performance goals are achieved.

### 3. LIMITATION OF LIABILITY.



AlaHA shall be entitled to rely upon written and verbal instructions from DOF with respect to the distribution of CRF funds to selected Applicants, and DOF hereby releases and discharges AlaHA and its employees, agents, directors, officers, and members, from any and all claims, demands, damages, actions and causes of action of every kind, known and unknown, including but not limited to any and all claims or demands for damages, loss, or destruction of property, loss of use, costs and expenses (including reasonable attorney's fees), consequential damages or any other thing whatsoever relating to: (i) any improper, incorrect, or erroneous distribution of CRF funds by AlaHA, provided that AlaHA distributed the CRF funds in accordance with the written instructions from DOF; (ii) any loss of CRF funds or other failure to perform by AlaHA that is caused, in whole or in part, by a third party not affiliated or contracted with AlaHA or otherwise caused, in whole or in part, by circumstances outside of the reasonable control of AlaHA; (iii) the truthfulness or accuracy of data and reports submitted by Applicants; (iv) any loss not caused by a breach by AlaHA of the provisions of this Agreement. The limitation of liability provided in this Section III shall not apply to any liability that is a proximately caused by AlaHA's wanton, willful, or intentional misconduct.

#### 4. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by either party upon written notice to the other party, provided that prior to termination of this Agreement, AlaHA shall have distributed CRF funds to appropriate and DOF approved Applicants or returned to DOF all undistributed CRF funds issued by DOF to AlaHA for purposes of facilitating distribution of CRF funds to Applicants selected by DOF.

#### 5. 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 Agreement, 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, the 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). In order to comply with federal notice requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to AlaHA: This Subaward is provided to AlaHA through a grant to the State of Alabama in the amount of \$1,901,262,000 from the U.S Treasury via Section 601(a)(1) of the Social Security Act (42 U.S.C. 301 et seq.), known as the Coronavirus Relief Fund, as created by Section 5001 of the CARES Act, Pub. L. No. 116-136 (March 27, 2020) under Federal Award Identification Number SLT0002 and SLT0223, CFDA #21.019 Coronavirus Relief Fund for the period March 1, 2020 to December 30, 2020. This Subaward is provided in accordance with the requirements set forth in the CARES Act and other applicable federal and state law and policy, and AlaHA affirms that all written information it has provided to DOF relating to this Subaward is true and accurate, or if the information was supplied by and pertains to an Applicant or Subrecipient, that such information is a true and accurate reflection of the information provided to AlaHA by the Applicant or Subrecipient. This Subaward does not include research and development. The parties acknowledge and understand that each Subrecipient of CRF funds will be evaluated by DOF in accordance with Code of Federal Regulations, Title 2, § 200.331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the Subaward. Further, each Subrecipients' activities will be monitored as necessary to ensure that the Subaward is used for authorized purposes, in compliance with law, and that Subaward performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the Subrecipient.

#### 6. 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



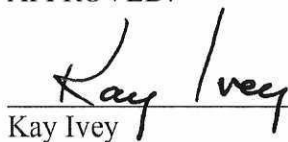
Kelly Butler  
Finance Director

Alabama Hospital Association



Donald E. Williamson, M.D.  
President and Chief Executive Officer

APPROVED:



Kay Ivey  
Governor of Alabama



## Appendix A

Grantee's Facility Name	Grant Amount
Andalusia Health	\$243,121
Athens Limestone Hospital	\$196,154
Atmore Community Hospital	\$140,900
Baptist Medical Center East	\$414,410
Baptist Medical Center South	\$1,193,502
BayPointe Behavioral Health	\$165,764
Beacons Children's Hospital	\$77,357
Bibb Medical Center	\$96,696
Birmingham VA Medical Center*	\$0
Brookwood Baptist Medical Center	\$1,643,828
Bryce Hospital*	\$0
Bullock County Hospital	\$168,527
Central Alabama Veterans Health Care System East Campus*	\$0
Central Alabama Veterans Health Care System West Campus*	\$0
Children's Hospital of Alabama	\$917,228
Choctaw General Hospital	\$69,068
Citizens Baptist Medical Center	\$337,054
Clay County Hospital	\$146,425
Community Hospital, Inc.	\$190,629
Coosa Valley Medical Center	\$464,140
Crenshaw Community Hospital	\$179,578
Crestwood Medical Center	\$497,293
Crossbridge Behavioral Health A Baptist South Facility	\$165,764
Cullman Regional Medical Center	\$400,597
D. W. McMillan Memorial Hospital	\$251,409
Dale Medical Center	\$245,884
DCH Regional Medical Center	\$1,610,675
Decatur Morgan Hospital - Decatur Campus	\$754,227
Decatur Morgan Hospital - Parkway Campus	\$331,528
Decatur Morgan West	\$176,815
Dekalb Regional Medical Center	\$370,207
EAMC - Lanier	\$317,715
East Alabama Medical Center	\$867,499
EastPointe Hospital	\$182,341
Elmore Community Hospital	\$190,629
Encompass Health Lakeshore Rehabilitation Hospital	\$276,274
Encompass Health Rehabilitation Hospital of Dothan	\$140,900
Encompass Health Rehabilitation Hospital of Gadsden	\$121,560
Encompass Health Rehabilitation Hospital of Montgomery	\$193,392
Encompass Health Rehabilitation Hospital of North Alabama	\$193,392
Encompass Health Rehabilitation Hospital of Shelby County	\$93,933
Evergreen Medical Center	\$160,239
Fayette Medical Center	\$168,527
Flowers Hospital	\$649,243
Floyd Cherokee Medical Center	\$165,764

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Grantee's Facility Name	Grant Amount
Gadsden Regional Medical Center	\$955,907
Grandview Medical Center	\$1,110,620
Greene County Health System	\$55,255
Grove Hill Memorial Hospital	\$138,137
Hale County Hospital	\$107,747
Helen Keller Memorial Hospital	\$511,106
Highlands Medical Center	\$469,665
Hill Crest Behavioral Health Services	\$259,697
Hill Hospital of Sumter County	\$91,170
Huntsville Hospital, The	\$2,433,971
Infirmity LTAC Hospital	\$85,645
J. Paul Jones Hospital	\$82,882
Jack Hughston Memorial Hospital	\$193,392
Jackson Hospital and Clinic, Inc.	\$950,381
Jackson Medical Center	\$96,696
Lake Martin Community Hospital	\$127,086
Lakeland Community Hospital	\$135,374
Laurel Oaks Behavioral Health Center	\$127,086
Lawrence Medical Center	\$270,748
Madison Hospital	\$248,646
Marshall Medical Centers North Campus	\$248,646
Marshall Medical Centers South Campus	\$414,410
Mary S. Harper Geriatric Psychiatry Center*	\$0
Medical Center Barbour	\$204,442
Medical Center Enterprise	\$361,918
Medical West Hospital Authority, an Affiliate of UAB Health System	\$856,448
Mizell Memorial Hospital	\$273,511
Mobile Infirmity Medical Center	\$1,848,271
Monroe County Hospital	\$259,697
Mountain View Hospital	\$187,866
Noland Hospital Anniston II, LLC	\$104,984
Noland Hospital Birmingham II, LLC	\$124,323
Noland Hospital Dothan II, LLC	\$104,984
Noland Hospital Montgomery II, LLC	\$179,578
Noland Hospital Tuscaloosa II, LLC	\$88,408
North Alabama Medical Center	\$726,600
North Alabama Specialty Hospital	\$85,645
North Baldwin Infirmity	\$215,493
North Mississippi Medical Center - Hamilton	\$135,374
Northeast Alabama Regional Medical Center	\$892,364
Northport Medical Center	\$563,598
Northwest Medical Center	\$196,154
Prattville Baptist Hospital	\$234,833
Princeton Baptist Medical Center	\$1,395,182
Providence Hospital	\$964,195
Red Bay Hospital	\$69,068
Regional Medical Center of Central Alabama	\$198,917
Regional Rehabilitation Hospital	\$160,239
Riverview Regional Medical Center	\$776,329
Russell Medical Center	\$223,782
Russellville Hospital	\$276,274
Select Specialty Hospital-Birmingham	\$104,984
Shelby Baptist Medical Center	\$696,210

## Appendix A

Grantee's Facility Name	Grant Amount
Shoals Hospital	\$547,022
South Baldwin Regional Medical Center	\$309,426
Southeast Health Medical Center	\$1,160,349
Springhill Memorial Hospital	\$726,600
St. Vincent's Birmingham	\$1,129,959
St. Vincent's Blount	\$110,509
St. Vincent's Chilton	\$82,882
St. Vincent's East	\$1,000,111
St. Vincent's St. Clair	\$110,509
Stringfellow Memorial Hospital	\$345,342
Tanner Medical Center -East Alabama	\$41,441
Thomas Hospital	\$414,410
Thomasville Regional Medical Center	\$80,119
Troy Regional Medical Center	\$267,985
Tuscaloosa VA Medical Center*	\$0
UAB Callahan Eye Hospital Authority	\$292,850
Unity Psychiatric Care- Huntsville	\$55,255
University of Alabama Hospital	\$3,196,486
USA Health Children's & Women's Hospital	\$419,936
USA Health University Hospital	\$1,121,671
Vaughan Regional Medical Center-Parkway Campus	\$483,479
Walker Baptist Medical Center	\$737,651
Washington County Hospital	\$69,068
Whitfield Regional Hospital	\$273,511
Wiregrass Medical Center	\$229,307
	<u>\$50,000,000</u>

\* These facilities are not included in this program because they are either public psychiatric hospitals or federal hospitals. The public psychiatric hospitals are receiving CRF funds under the state agency reimbursement program.