

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

This Memorandum of Understanding (“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 Acclinate Genetics at 601 Genome Way, Suite 3400, Huntsville, Alabama, hereinafter referred to as “Acclinate.” DOF and Acclinate are hereinafter collectively referred to as the “parties.” This Agreement becomes effective upon approval of the parties and the Governor.

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.” Acclinate is requesting, and DOF is agreeing to provide, \$260,000 from this category of CRF funds to support Acclinate’s “#NOWINCLUDED” program described in the overview document attached hereto as Appendix A and the program budget attached as Appendix B.

(c) For the #NOWINCLUDED Program, Acclinate will work in collaboration with the Alabama Conference of Black Mayors to increase community engagement within Alabama’s underserved and minority communities. The #NOWINCLUDED Program will 1) develop a coordinated dissemination of information on available COVID-19 testing and treatment, 2) develop and disseminate public health multi-media messaging, and 3) coordinate Community Healthcare Workers to provide education and community engagement related to COVID-19.

(d) As this program has been presented to DOF by Acclinate, DOF has concluded the #NOWINCLUDED Program is necessary to respond to and mitigate the coronavirus pandemic in Alabama. Further, DOF concludes that funding this project using the State’s CRF funds is an appropriate use of these funds under both federal and state law. DOF fully supports Acclinate in its efforts to support and protect the citizens of Alabama.

II. PARTIES' RESPONSIBILITIES

A. Acclinate agrees to the following:

1. To develop and implement its #NOWINCLUDED Program, in collaboration with the Alabama Conference of Black Mayors, as described in Appendix A and on budget as described in Appendix B;
2. To collaborate and share information on this project with relevant state agencies so that, to the greatest extent possible, state resources are used complementary and not duplicative;
3. To provide to DOF, on the fifteenth of each month, starting on November 15, 2020, a list of expenses incurred in furtherance of this program for the preceding month, supported by adequate substantiating records and/or receipts, and if requested by the State Finance Director's Office, to provide a report on the progress of the program including expenses incurred;
4. 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;
5. To spend or return any funds provided by DOF under this Agreement by December 15, 2020; and
6. Acclinate acknowledges and agrees that any contracts or other agreements entered into by Acclinate that utilize the CRF funds provided under this Agreement can only be funded with CRF funds until December 15, 2020, at the latest. After December 15, 2020, a different funding source must be utilized for such contracts or other agreements.

B. DOF agrees to the following:

1. To provide \$260,000 to Acclinate from the State's CRF funds as described herein to fund Acclinate's proposed #NOWINCLUDED Program and for no other purpose.

III. 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 Acclinate determines that it will not pursue this program 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 Acclinate.

IV. 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 this 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 this 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, a party'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 Acclinate understand the unprecedented and novel challenge that COVID-19 presents to the State and its healthcare institutions. Therefore, Acclinate cannot guarantee the success of its efforts under this Agreement. In addition to the reporting requirements in Section II.A.3., Acclinate will reasonably update DOF of material changes that make Acclinate performance hereunder impracticable.

E. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to Acclinate: This subaward is provided to Acclinate 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 Acclinate affirms that all information it has provided to DOF relating to this subaward is true and accurate. This subaward does not include research and development. The parties acknowledge and understand that each subrecipient of CRF funds will be evaluated 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.

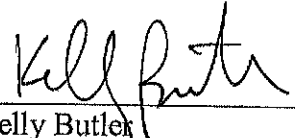
V. AMENDMENT

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 on this 29 day of October, 2020.

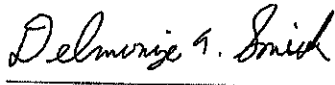
State of Alabama
Department of Finance

Acclinate Genetics



Kelly Butler
Finance Director

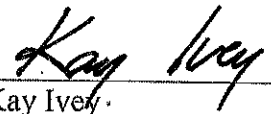
10/29/2020
Date



Delmonize A. Smith
CEO of Acclinate Genetics

10/29/2020
Date

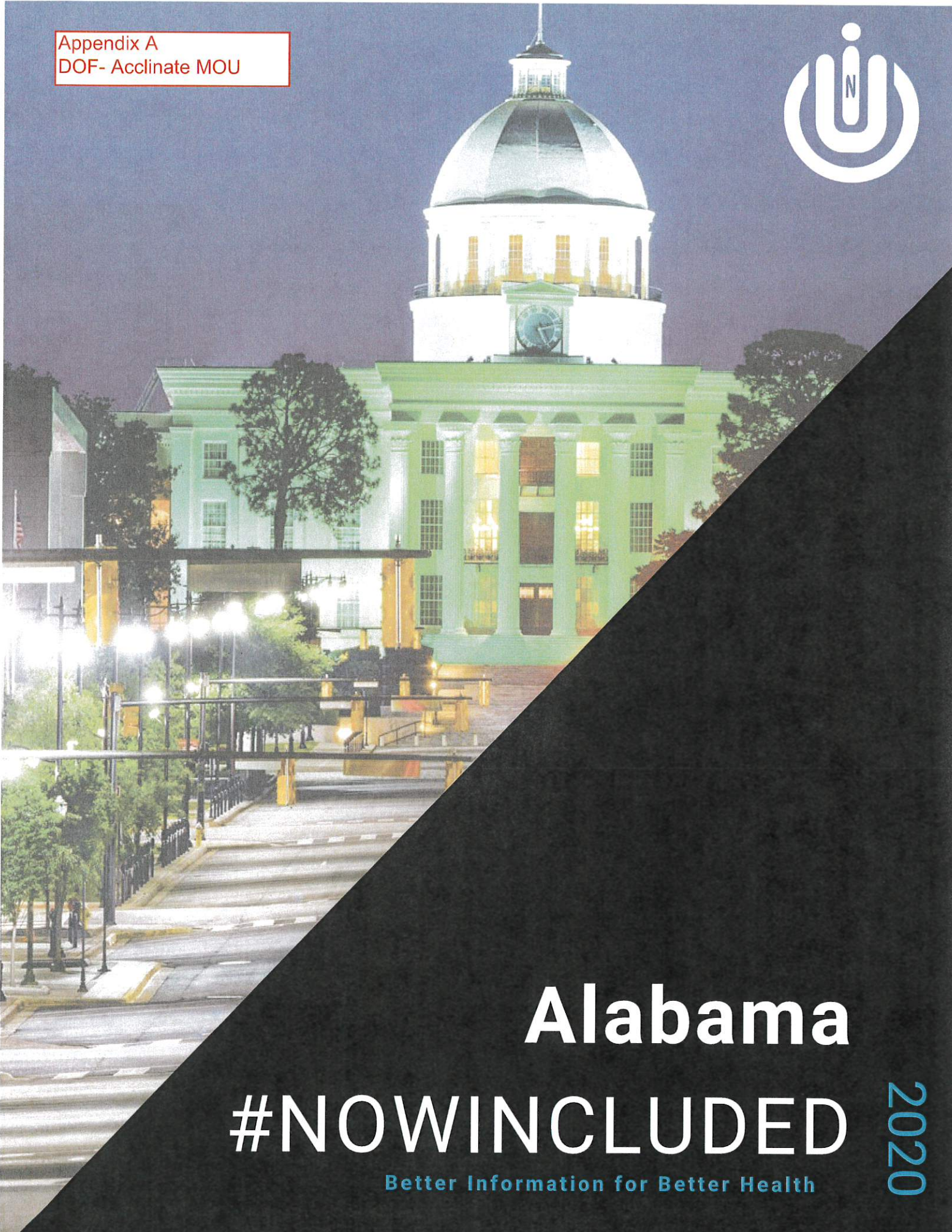
APPROVED:



Kay Ivey
Governor of Alabama

10/29/2020
Date

Appendix A
DOF- Acclinate MOU



Alabama

#NOWINCLUDED

Better Information for Better Health

2020



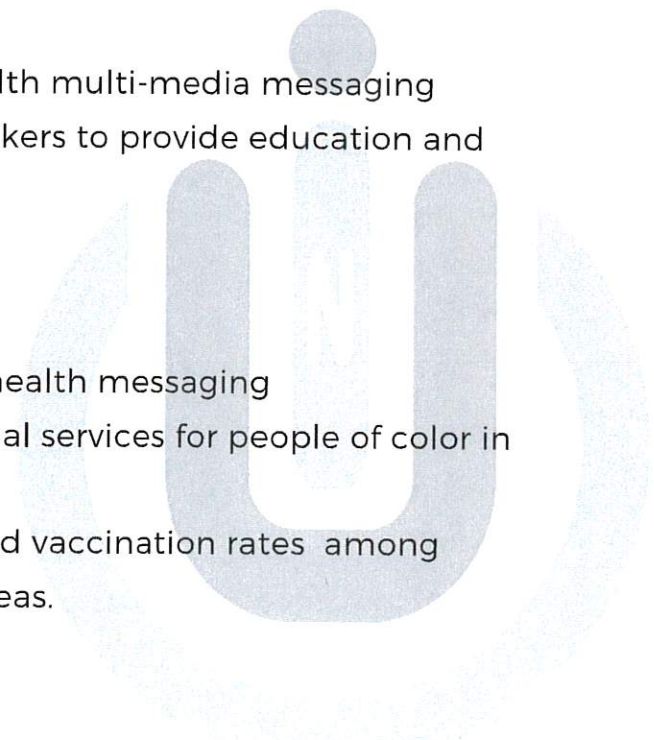
ALABAMA #NOWINCLUDED, powered by Acclinate in partnership with The Alabama Conference of Black Mayors (ACBM), will educate and engage people of color within the State of Alabama so that they can make informed decisions about COVID-19 vaccinations.

ALABAMA #NOWINCLUDED will develop and coordinate a strategic and structured program to mitigate the impact of COVID-19 on people of color in Alabama through the:

- (1)** Development of coordinated dissemination of information on available COVID-19 testing and treatment
- (2)** Development and dissemination public health multi-media messaging
- (3)** Coordination of Community Healthcare Workers to provide education and community engagement

ALABAMA #NOWINCLUDED will result in:

- (1)** Improved reach of COVID-19-related public health messaging
- (2)** Increased connection to healthcare and social services for people of color in Alabama; and
- (3)** Decreased disparities in COVID-19 testing and vaccination rates among people of color in highly impacted Alabama areas.





1 **Develop the mechanisms and strategies that support effective communication and access to services**

ALABAMA #NOWINCLUDED will develop the mechanisms and strategies that support effective communication of and access to services for people of color in Alabama highly impacted by COVID-19 and that address factors associated with informed decisions about future COVID-19 vaccinations.

2 **Develop and disseminate diverse multi-media materials and execute a strategic paid media effort**

ALABAMA #NOWINCLUDED will develop and disseminate diverse multi-media materials and execute an outreach and education effort through paid and unpaid media efforts, to include identification of populations and communities of greatest need for information, based on current or anticipated impact of COVID-19 and the development of a vaccination for COVID-19, known challenges/barriers to receipt and comprehension of public health information, known information dissemination infrastructure gaps, and other relevant factors. Information will be provided on the importance of getting vaccinations as well as the process for the COVID-19 vaccination. In order to reach diverse populations effectively, information needs to be provided in a manner that is culturally responsive, at accessible literacy and health literacy levels, and through communications methods by which individuals are most likely to receive, understand and act upon the information. Communication efforts also need to overcome barriers such as stigma, distrust of government, and the perpetuation of myths.

3 **Coordinate Community Healthcare Workers**

Racial and ethnic minority communities rely on trusted, culturally competent community organizations to obtain health care and social services. Engaging community health workers who are trusted messengers within these communities is critical to ensuring the rapid coordination and connection of racial and ethnic minority communities with culturally diverse information and needed healthcare and social services to mitigate the effects of public health crises like COVID-19. Organizations with existing relationships across the state may be uniquely positioned to develop, coordinate and sustain this network supporting information dissemination and other response, recovery and resilience activities. **ALABAMA #NOWINCLUDED** will communicate and disseminate project knowledge and findings in collaboration with the network, to include community health workers. **ALABAMA #NOWINCLUDED** will document project knowledge and findings, to include lessons learned, successes and challenges as related to infrastructure development, information development and dissemination, partner and community engagement, connection to healthcare and social services, promising approaches and effective strategies, and sustainability.



A competitive advantage of Acclinate is that we are built and focused on diversity. Our leadership team and employees reflect the diversity we provide to our clients.

As a Veteran and Minority Owned Small Business located in an Opportunity Zone, Acclinate is committed to excellence and creating innovative and flexible solutions for our commercial, State and Federal clients.

Acclinate (Acclinate) is a trusted healthcare solutions provider integrating culture and technology to give commercial and government clients analytical healthcare insights.

Our experts research, design, and implement solutions in the areas of:

- Healthcare analytics to make evidence-based decisions
- Participant engagement for genomic research and clinical trials
- Understanding generational differences in patient engagement
- Disseminate information based on disease type or vaccination importance



CONTACT INFORMATION:

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Tiffany Jordan, Co-Founder

Appendix B

DOF - Acclimate MOU

Description	AMOUNT	SUBTOTAL
Staffing/Personnel		
Project Management	\$22,000.00	
Community Partners	\$12,200.00	
Community Health Network Coordinators	\$18,000.00	
Consultants	\$15,000.00	
Subtotal		\$67,200.00
Multimedia & Marketing		
Print/Media Kit Development	\$50,000.00	
#NowIncluded Technology/Licenses	\$25,000.00	
Promotional Material	\$10,000.00	
Subtotal		\$85,000.00
Paid Media		
Paid Media	\$100,000.00	
Subtotal		\$100,000.00
Direct Costs not to exceed 3%		\$7,800.00
TOTAL		\$260,000.00