

**ATTACHMENT #6**  
**Memorandum of Understanding**  
**between**  
**Georgia Southern University**  
**and**

Walton County Jail  
**(Confinement Facility)**

This Memorandum of Understanding (MOU) is made and entered into between Georgia Southern University (hereafter referred to as "GS") and Walton County Jail (hereafter "Confinement Facility").

\_\_\_\_ (Check here if party signing as "Confinement Facility" is an agency for more than one individual confinement facility. The number of facilities represented by the signing party is \_\_\_\_.)

Georgia Southern University has partnered with the Georgia Department of Public Health (GA DPH) to perform services related to outreach, enrollment, reporting, and monitoring of Georgia confinement facilities with respect to COVID-19 mitigation activities as part of the Epidemiology and Laboratory Capacity ("ELC") Detection and Mitigation of COVID-19 in Confinement Facilities Project (hereafter "Project").

The purpose of this Project is to reimburse confinement facilities for costs incurred during the execution of the GA DPH approved COVID-19 mitigation activities. This Project is supported by the Centers for Disease Control and Prevention of the United States Department of Health and Human Services (HHS) through the ELC Detection and Mitigation of COVID-19 in Confinement Facilities Grant Program as part of a financial assistance award to the Georgia Department of Public Health.

GS will act as the managing agent for these funds:

1. GS shall provide no fewer than two (2) people as points of contact to provide consultation and support the activities required of the Confinement Facility for the Project, including outreach, enrollment, reporting, and monitoring of Covid-19 mitigation activities. This support will also include answering questions, providing updates, and offering technical assistance for the completion of approved activities.
2. GS will provide an online tool to the Confinement Facility to support the enrollment of the Confinement Facility in the Project. The Confinement Facility acknowledges that GA DPH will have access to this tool.
3. GS will develop an online survey tool for the Confinement Facility to submit its proposed mitigation activities and be the primary contact for the reimbursement of

funds and ensure the timely distribution of funds in accordance with the payment schedule established by GA DPH.

4. GS will send out all communication related to reimbursement including welcome emails, ongoing updates, and any relevant updates that impact the Confinement Facility.
5. GS shall notify the Confinement Facility if the submitted activities are approved via a Project Proposal letter. If modifications are needed before approval can be granted, GS will provide feedback to the Confinement Facility within 10 business days of mitigation proposal receipt.
6. GS, in partnership with the GA DPH, shall determine if the expenses incurred by the Confinement Facility are appropriate for reimbursement under the criteria set forth in this MOU. If GS or GA DPH determines that any funds are used for purchases not in accordance with the guidelines, as set out in this MOU, the Confinement Facility will not receive reimbursement and shall be responsible for the full amount.
7. Confinement Facility acknowledges and agrees that GS is not obligated to reimburse the Confinement Facility for any mitigation activity or expense that is not explicitly approved as set forth above or occurs after the deadline.
8. GS shall reimburse the Confinement Facility for items associated with approved project expenditures based on a net 30 system upon receipt of complete and appropriate invoice submission(s) to GS from the Confinement Facility.
9. If reimbursement is to be paid to another entity on behalf of the Confinement Facility, such as a county government or state agency, the Confinement Facility shall so indicate below. If an alternative entity is indicated, an agent with signature authority for that entity must sign an acknowledgment of this MOU on the appropriate signature line.

Name of Alternative Entity:

Contact Person:

Walton County Board of Commissioners

Milton Cronheim

To receive reimbursement up to the eligible amount for qualified COVID-19 mitigation activities, the Confinement Facility shall perform the following tasks, responsibilities, and obligations:

1. The Confinement Facility must continue to meet the definition of confinement facilities as set forth in 28 CFR § 115.5.
2. The Confinement Facility shall only seek reimbursement for costs associated with COVID-19 mitigation in accordance with policies and procedures set forth below:
  - a. ELC Detection & Mitigation of COVID-19 in Confinement Facilities Guidance
  - b. Management of COVID-19 in Correctional and Detention Facilities
3. The Confinement Facility shall only seek funds for approved products and labor. For every product and labor purchased with funds, the Confinement Facility shall specify which proposed mitigation activity the invoice is related to in the designated system and include a receipt.

- a. Reimbursable purchase categories include, but are not limited to, the following:
    - i. Hardware and software necessary for reporting to public health and communication and coordination of follow up on any positive cases detected.
    - ii. Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of COVID-19, that may be translatable to other diseases (e.g., GIS software, visualization dashboards, cloud services).
    - iii. Software or systems to assist with quality management, biosafety, or training needs related to mitigation efforts.
    - iv. Expenses associated with meeting resident/detainee/inmate needs resulting from COVID-19-related limited/restricted mobility and/or access to the facility. This includes communication access to/by family, legal representation, and service providers, such as educators and mental health professionals (e.g., providing testing costs for visitors, having more room for providing appropriate distancing during visits, etc.).
    - v. Renovations, not new construction
  - b. Non-reimbursable purchases include, but are not limited to, the following:
    - i. Anything associated with the clinical treatment of COVID-19, including staff overtime costs associated with treatment
    - ii. Construction costs associated with new construction
    - iii. Direct financial incentives for those tested
    - iv. Any purchases made prior to the Project enrollment
4. All invoices and proof of payment submitted for reimbursement must match the GS-approved mitigation proposals submitted by the Confinement Facility and have been purchased, paid and/or completed before the project deadline. Partial payments will be issued for projects that cannot be completed by the project deadline due to circumstances beyond the Confinement Facility's control.
  5. All reimbursements for an approved project must be expended by the Confinement Facility by the date specified by GS in the award/approval documentation (or award letter). Therefore, the Confinement Facility will not receive reimbursement for and shall be responsible for costs incurred after the specified date (project deadline).
  6. **Non-Supplant Provision:** Funds made available under this Project shall be used to reimburse the facilities for costs associated with the COVID-19 mitigation activities, not to reimburse costs associated with normal operations. Funding provided in this Project shall supplement (increase the level of services, staff, or materials) and not supplant (take the place of) normal costs incurred during normal operations. The Confinement Facility agrees to maintain documentation that clearly demonstrates the supplementary nature of Project funds and only seek reimbursement for costs directly related to COVID-19 mitigation.

Confinement Facility Authorized Agent Initial: APB

### Organization Liaisons

The parties will coordinate and conduct communications through their respective liaisons as identified below. Any communication in writing, or any oral communication confirmed in writing, from the respective liaisons will be deemed communications and notices from the Confinement Facility.

Walton County Jail  
Name of Confinement Facility

Georgia Southern University

Amber Barts, Admin Asst.  
Primary Point of Contact, Title

Institute for Health Logistics and Analytics  
Primary Point of Contact, Title

amber.barts@co.walton.ga.us  
Email

ihla@georgiasouthern.edu  
Email

770-267-1422  
Phone

(912) 478-0917  
Phone

Tammy Kirk  
Secondary Point of Contact, Title

Jessica Schwind, Institute Director  
Secondary Point of Contact, Title

tammy.kirk@co.walton.ga.us  
Email

jschwind@georgiasouthern.edu  
Email

770-267-1357  
Phone

### Miscellaneous

1. This MOU is effective upon the signature of both parties through and including March 31, 2024 provided that the Confinement Facility remains active in the Project. Neither party has any obligation to the other until this MOU is effective.
2. Each Party is responsible for its own acts and omissions in the performance of its enumerated duties in this MOU. Nothing in this MOU shall be interpreted or construed to transform the Confinement Facility or any of its agents or employees into an agent, employee or representative of GS or GA DPH.
3. This MOU contains the entire understanding between the parties and may be modified at any time with their mutual written consent.
4. The laws of the State of Georgia shall govern all matters arising out of or in connection with this MOU. The parties otherwise agree to comply with all applicable laws, rules, and regulations.

5. At all times during and after termination of this Agreement, the Confinement Facility agrees to indemnify, defend and hold harmless GS, the University System of Georgia, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney fees) which relates to injury to persons or property or against any other claim, proceeding, demand, expenses and liability of any kind whatsoever arising out of or in connection with this MOU. This provision shall not apply to any governmental subdivision or agency.
6. The Confinement Facility is the only intended beneficiary of the Project. Any other beneficiaries are merely incidental.
7. GS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE SUCCESS OR PARTICULAR RESULTS OF THE PROJECT, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT. GS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY CONFINEMENT FACILITY OR ANY OTHER PERSON RESULTING FROM THE PROJECT.

**IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party have hereunto affixed their signatures on the day and year indicated below.**

<u>Walton County Jail</u> Name of Confinement Facility	<u>Georgia Southern University</u>
<u>Amber Barts</u> Signature	 Signature
<u>Amber Barts</u> Agent Printed Name	Christopher M. Curtis Printed Name
<u>Admin. Asst / Jail</u> Agent Title	Vice Provost of Research Title
<u>amber.barts@co.walton.ga.us</u> Agent Email Address	<u>research@georgiasouthern.edu</u> Email Address
<u>770.267.1422</u> Agent Phone Number	912-478-5465 Phone Number
<u>3/8/24</u> Date	 Date

ACKNOWLEDGED BY (to be signed if indicated above that an alternative entity will be accepting and processing funding on behalf of the Confinement Facility):

MOU No. \_\_\_\_\_

By signing below, I acknowledge that I have reviewed the terms of this MOU on behalf of the entity for which I am signing and agree to remit all received reimbursement to the Confinement Facility.

Walton County Board of Commissioners  
Name of Alternative Entity

, QC —  
Signature

Milton Cronheim  
Agent Name

Finance Director  
Agent Title

MOU No. \_\_\_\_\_