

MASTER MEMORANDUM OF AGREEMENT

1. PURPOSE. The National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation") and the Franklin County Public Health hereby enter into this Master Memorandum of Agreement ("Master MOA") for the purpose of supporting public health workforce staffing initiatives.

2. SCOPE OF SERVICES. The Parties are responsible for the obligations and services set forth in Attachment A: "X" (the "Services"). Each new Attachment A: "X" will be numbered in accordance with the assigned CDC Foundation Program Number.

3. TERM AND TERMINATION

3.1. Effective dates. This Master MOA shall be effective on **March 8, 2022**, and renew annually unless Terminated by either Party, pursuant to the terms in Section 3.2. Each Attachment A will terminate according to the terms and conditions set forth therein. The termination of an Attachment A will not operate to terminate this Master MOA.

3.2. Termination.

- a. Either party may terminate this Master MOA by providing thirty (30) days written notice of termination to the other party.
- b. Either party may terminate this Master MOA for cause, default, or negligence at any time, without thirty days advance written notice. The Party initiating the termination may, at its option, allow the other party a reasonable time to cure the default before termination.
- c. The CDC Foundation may immediately terminate this Master MOA in the event payment from the CDC Foundation's funding source ceases. In the event there is a delay in payment from the CDC Foundation's funding source, the CDC Foundation may, in its sole discretion, temporary cease services or immediately terminate this MOA.

4. AMENDMENTS. The Master MOA may only be amended by written agreement of all parties.

5. CONFIDENTIALITY.

5.1. The CDC Foundation will comply with all confidentiality obligations under federal and state laws and Department policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by Department, or known or believed by the CDC Foundation or the CDC Foundation's employee or agent to be claimed as confidential or entitled to confidential treatment.

5.2. The CDC Foundation will not: 1) access, view, use, or disclose confidential information without written authorization from Department; 2) discuss confidential information obtained in the course of its relationship with Department with any other person, or in any location outside of its area of responsibility in Department; or 3) make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.

5.3. The CDC Foundation will direct any request it receives for confidential information obtained through performance of services under this Master MOA, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the Department Contracts Manager and Department Office of General Counsel as soon as possible, and in every case within one business

day of receipt. If the CDC Foundation discloses confidential information pursuant to a properly completed authorization or legal process, order or requirement, the CDC Foundation must document the disclosure and make the documentation and authorization available for Department inspection and audit.

5.4. The CDC Foundation must immediately notify the Department Compliance Officer Alexandria Jones at 614-949-0135, alexjones@franklincountyohio.gov, of any unauthorized use or disclosure of confidential information received under this Master MOA. The CDC Foundation will promptly notify Department of any suspected or actual breach of security of an individual's personal identifying information under applicable law.

5.5. The CDC Foundation's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Master MOA.

6. RECORDKEEPING, AUDITS, & INSPECTIONS. Each Party shall create and maintain adequate records to document all matters covered by this Master MOA. All such records shall be maintained for seven (7) years or other longer period as may be required by law after termination, cancellation, or expiration of the Master MOA. Each Party must make records available for inspection and audit at any time, with reasonable notice. If any litigation, claim or audit has begun but is not completed at the end of the seven-year period, or if audit findings have not been resolved at the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The parties shall allow for inspection of the facilities and locations where activities under this Master MOA are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Master MOA.

The parties must dispose of records containing each other's Confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, or any other information required by law to be treated as confidential, designated as confidential by the other party.

7. LIABILITY, NO AGENCY RELATIONSHIP. Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employees or agents, in connection with the performance of services pursuant to this Master MOA. Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Master MOA.

8. NON-DISCRIMINATION. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by Department.

9. DRUG FREE WORKPLACE. By signing this Master MOA, the Department certifies that it will comply with all applicable provisions of The Drug-free Workplace Act of 1988, 48 CFR § 52.223-6 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

10. CHOICE OF LAW. The Master MOA, any dispute, claim, or controversy relating to the Master MOA and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of Ohio, except its choice of law rules.

11. DISPUTES. This Master MOA will be interpreted, applied and enforced pursuant to the laws of the State of Ohio, including Ohio's statutes and limitations and without regard to its conflict of law principles.

Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Franklin County, Ohio and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

12. INSURANCE. Each party will maintain general liability insurance and workers compensation insurance, and may be required to provide the other party with satisfactory evidence of such coverage. Neither party will provide individual coverage for the other party's employees, with each party being responsible for coverage of its employees.

13. LICENSES. During the term of this Master MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein. The CDC Foundation will immediately notify Department if a board, association, or other licensing authority takes any action to revoke or suspend the license, certification, or accreditation of CDC Foundation or CDC Foundation's employees or agents providing or performing services under this Master MOA.

14. FINANCIAL RESPONSIBILITY. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Master MOA.

15. NON-SUPPLANTING. The Department certifies that federal funds will not be used to supplant State, local, tribal or other non-federal funds that would, in the absence of such federal aid, be made available for any such activities under any Attachment A: "X".

16. PUBLICITY. The CDC Foundation and the Department shall be entitled to review and approve the text of any proposed publicity relating to the Project or referencing the Parties, prior to its release. Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other Party, CDC, or HHS for any advertising, marketing, endorsement, or any other purposes without the expressed, written consent of an authorized representative of the Party.

17. ANTI-TERRORISM STATEMENT. The Department hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The Department further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the Department knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

18. COMPLIANCE WITH LAWS. CDC Foundation shall comply with all applicable laws and regulations in the performance of this Master MOA.

19. SEVERABILITY. The invalidity or unenforceability of any provision of this Master MOA shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Franklin County Public Health

CDC Foundation

Name and Title

Monique S. Patrick, COO

Date

Date