

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RHODE ISLAND DEPARTMENT OF HEALTH AND _____

This Memorandum of Understanding (MOU) is made and entered into between The Rhode Island Department of Health (RIDOH) and _____ (Participant) with regard to testing asymptomatic students and staff for the SARS – CoV-2 virus, to be known as the Test to Stay program.

PURPOSE

The purpose of this MOU is to set forth the duties and responsibilities of RIDOH and Participant regarding the Test to Stay Program. This program is funded by Epidemiology and Laboratory Capacity (ELC) Funding for Vector-Borne Diseases provide by the U.S. Department of Health, Centers for Disease Control and Prevention.

TEST TO STAY PROGRAM

Students and staff identified as a close contact of an individual with COVID-19 due to a school exposure, and who not exhibiting symptoms of COVID-19, may voluntarily elect to participate in and consent to rapid antigen testing under the Test to Stay program. The Test to Stay program requires Participant to administer the rapid antigen test for SARS – CoV-2 to the those students and staff who elect to participate in Test to Stay at the start of the school day, for seven days after the student's or staff's first day of exposure to the close contact. If the seventh day falls on a weekend or on a holiday, Participant must test the student or staff on the next school day. The test must be administered by the Participant on school premises. Students and staff who test negative for SARS – CoV-2 may remain on the school premises.

Staff and students who participate in the program may participate in weekend school activities but Participant must administer weekend testing on school premises prior to participation.

DUTIES AND RESPONSIBILITIES

RIDOH

Shall coordinate with Participant to assist in the development and implementation of a testing plan, establish protocols for the Test to Stay program, act as liaison between Participant and the U.S. Department of Health, Centers for Disease Control and Prevention to share material information and feedback to support the ongoing execution of this effort and the administration of any additional or supplemental funds, use ELC supplemental grant funds, as appropriate, to support laboratory and testing needs of Participant, make a reasonable effort to provide Participant with an adequate supply of rapid antigen tests, and ensue lab capacity to meet the needs Participant.

PARTICIPANT

Participant shall administer rapid antigen tests for the presence of the SARS – CoV-2 virus to eligible students and staff who elect to participate in the Test to Stay program, on every day that the student or staff is on the school premises for seven days after the date of exposure to the close contact. If the seventh day falls on a weekend or holiday, Participant shall administer the test on the

next school day.

Participant must administer weekend testing prior to participation in weekend school activities.

Participant shall report the results of all rapid antigen tests (positive, negative, and invalid results) using the RIDOH Point of Care Results Reporting Portal at <https://portal.ri.gov/reportcovidresult>.

Participant shall Report testing and consent related information to RIDOH on a weekly basis to ridoh.covidk12testing@health.ri.gov.

Participant shall provide RIDOH with the number of close contacts who chose to quarantine and the number of close contacts who chose to participate in the Test to Stay Program within 48 hours of notifying eligible participants that they have been identified as close contacts of an individual with COVID-19.

Participant shall ensure adequate staffing is in place to support the administrative process, testing, and data entry requirements of the program.

Participant shall use ELC funding to establish or improve school-based testing and SARS-CoV-2 health support infrastructure;

Participant shall implement a consent program designed to maximize flexibility for testing asymptomatic students and staff under the appropriate local conditions.

Participant shall develop work plans that indicate how it will staff and implement planned activities. Participants should also be able to estimate the resources provided to individual schools for quarterly reporting and to highlight any barriers to distribution and impact.

Participant shall complete documents in accordance with RIDOH guidance and recommendations, including a testing plan narrative that addresses the methodology and approach for delivery of testing program, standard operating protocol of the process students and staff are expected to abide by for those seeking testing, and the staff identified to support the success of the implementation of the program. This document should also address the statement of goals, deliverables, and performance criteria for the testing program.

Participant shall develop and implement school testing plans based on RIDOH requirements to test all students and staff that have elected to participate in the program on a daily basis, for seven days from the date of exposure.

Participant shall not restrict access to in-school testing based on race, religion, gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, gender identity, military status, or any other reason.

The parties agree, subject to any limitations imposed by law, rule, or regulation, to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation.

Participant and its employees, contractors, volunteers, representatives, or other agents participating in this project ("Participant Staff"), are deemed "disaster response workers" performing disaster response services at the request of RIDOH. As such, Participant Staff are entitled to immunity

under R.I. Gen. Laws§ 30-15-15 when providing services under this MOU. Nothing in this MOU, nor in R.I. Gen. Laws§ 30-15-15, provides immunity to Participant Staff for services under this MOU to the extent that they are found to have acted with willful misconduct, gross negligence, or bad faith. Participant Staff shall not be eligible for workers' compensation benefits as provided pursuant to R.I. Gen. Laws§ 30-15-15(c).

Nothing in this MOU shall be construed as a waiver of any immunity or other defenses from suit provided by law including, but not limited to, R. I. Gen. Laws§§ 9-31- 1 *et seq* ., entitled "Governmental Tort Liability."

Recordkeeping/inspection of Records and Reports. The Participant agrees to keep discrete financial records of expenditures made under this MOU, including time records of employees whose work is to be charged in whole or in part to this MOU; to maintain such records in accordance with standard accounting practices; to make such records available on request to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with 2CFR Chapter I, Chapter II, Part 200 Subpart F, Audit Requirements, if applicable, and to keep such records on file until the final audit of RIDOH records under the federal grant.

On-Site Inspection. The Participant agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this MOU by officials of RIDOH, its designee, and, where appropriate, the federal government.

Partnership. It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of the Participant included in this MOU as employees, agents, or representatives of RIDOH.

Proprietorship. RIDOH and the Participant shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired under this MOU and for which reimbursement was claimed under this MOU. RIDOH will own all tangible property and equipment acquired by the Participant under this MOU and for which reimbursement was claimed under this MOU. The Participant further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Participant under this MOU. The Participant agrees to maintain an equipment inventory list under this MOU and to identify related equipment properly for inspection.

Copyright. Reports or other documents produced in whole or in part under this MOU shall either bear no copyright notice or indicate that the Participant and RIDOH are Joint Owners of the copyright.

Publicity. The Participant will give due credit to RIDOH and the appropriate state and/or federal agencies. RIDOH will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this MOU.

Equal Employment Opportunity. The Participant agrees to abide by applicable provisions of 41 CFR Part 60-1.4 and Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin under any program or activities undertaken in behalf of this

MOU. In addition, the Participant agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this MOU.

Drug Free Workplace Policy. The Participant agrees to maintain and enforce its Drug Free Workplace Policy. The Participant acknowledges that a violation of the Drug Free Workplace Policy may, at RIDOH's option, result in termination of this MOU.

Byrd Anti-Lobbying Amendment. (45 CFR 2543.87). The Participant must comply with all federal laws restricting and/or limiting lobbying activities of Participants of federal funds including, but not limited to those covered under 31 U.S.C. Section 1352.

Suspension and Debarment. Non-federal entities are prohibited by Federal Executive Orders 12549 (3 CFR 1986 Comp., p.189) and 12689 (3 CFR 1989 Comp., p. 235) from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this MOU, the Participant certifies that the organization and its principals are not suspended or debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

Recovered Materials. Participant must comply with the Section 6002 of the U.S. Environmental Protection Agency's Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (October 21, 1976) which encourages the use of recovered materials and promotes buy-recycled efforts.

Reimbursement Denied: It is understood and agreed that in event that less than full federal funding is received by RIDOH as determined by the federal government due to the failure of the Participant to comply with the terms of this MOU or other provision of federal statute or regulation, the Participant shall be liable to pay or restore an amount equal to the deferred or denied finding, but not to exceed the amount of this MOU.

In the event that federal finding is deferred or denied under the above circumstances, RIDOH agrees to pursue an appeal of the deferred or denied funding on behalf of the Participant before the Department Appeal Board, U.S. Department of Health and Human Services. With regard to the deferred or denied funding, the Participant agrees that RIDOH will be a nominal appellant only, and the Participant will develop and present the appeal utilizing their own legal counsel and incurring their own expense, and filing and preparing all necessary legal documents with the assistance of RIDOH, if deemed appropriate. The Participant agrees that once the appeal process before Departmental Appeal Board has been exhausted, it shall pay within 90 days to RIDOH the total amount of deferred or denied finding sum due as determined by the Department Appeal Board plus all federal interest and penalties, if any, unless the Participant and RIDOH agree to pursue further appeals, or otherwise agree to resolve the outstanding issues between the respective parties.

Federal Funding Provisions: Funds made available to the Participant under this MOU are or may be derived from federal funds made available to the Department. The budget notwithstanding, the Participant agrees to make claims for payment under this MOU in accordance with applicable federal policies. The Participant agrees that no payments under this MOU will be claimed for reimbursement under any other MOU, grant or contract that the Participant may hold that provides funding from the same State or Federal sources. The Participant further agrees to be liable for audit

exceptions that may arise from examination of claims for payment under this MOU. The Participant specifically agrees to abide by all applicable federal requirements for sub-awards made to sub-Participants. Additionally, the Federal Award must be used in accordance with specific Catalog of Federal Domestic Assistance (CFDA) number 93.323.

In executing this MOU the Participant is serving as a subgrantee under a federal grant. The master grant award or cooperative MOU made to RIDOH by the federal government governing activities under this MOU is, therefore, made a part of this MOU. The Participant specifically agrees to abide by all applicable federal requirements for grantees receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this MOU and in 2CFR Chapter 1, Chapter 11, Part 200, et al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

GOVERNING LAW

The terms and conditions of this MOU shall be governed by and construed in accordance with the laws of the State of Rhode Island.

ENTIRE MOU

This MOU supersedes any and all prior discussions or MOUs, oral or written, between the parties represents the totality of the understanding with regard to the subject matter herein.

TERMINATION

The parties may terminate their participation, obligations, and responsibilities under this MOU by mutual written MOU. Either party may terminate its participation, obligations, and responsibilities under this MOU by written notice of no less than thirty days in advance to the other party. Upon termination, Participant must cease incurring costs and expenses of any kind related to this MOU, making any purchases for, creating financial obligations with respect to, or securing encumbrances in connection with this MOU, and must return all remaining funds to RIDOH within 30 days of termination. Expenses related to this MOU include any antigen tests and/or at-home test kits provided to Participant by RIDOH.

MODIFICATIONS/AMENDMENTS

The terms of this MOU may be modified or amended at any time by written consent of all parties. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by the authorized representative of each participating party.

SEVERABILITY

If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SUCCESSORS AND ASSIGNS

The terms and conditions contained herein will inure to the benefit of, and be binding upon the

parties, their successors and assigns.

MULTIPLE COUNTERPARTS

This MOU may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

EFFECTIVE DATE

This MOU is effective upon the last date signed and will remain in effect until rescinded, revised or suspended by any of the parties, with sixty (60) days prior written notice to the other parties.

FOR RIDOH:

Rhode Island Department of Health

By: _____

Date: _____

Name: Dr. Alexander-Scott, MD, MPH

Title: Director

FOR [PARTICIPANT]:

(LIST SCHOOL NAME HERE)

By: _____

Date: _____

Name:

Title: