MEMORANDUM OF UNDERSTANDING
COVID-19 ANTIGEN TESTING
POINT-OF-CARE

This Memorandum of Understanding ("MOU") is entered into by the Rhode Island Department of Health ("RIDOH") and _____ ("Tester") as of the last date written below and is intended to replace previous COVID-19 testing MOUs (if applicable).

I. Purpose

As the global pandemic COVID-19 continues, it has become crucial to expand the State of Rhode Island's ability to deploy new testing strategies, types, manufacturers, and brands, in addition to those already in place. More specifically, the State of Rhode Island is deploying point-of-care antigen testing solutions that are designed to be fast, easy, and convenient. One such point-of-care test is the Quidel QuickVue At-Home OTC COVID-19 test (see Exhibit A), however this MOU will be valid for Quidel QuickVue At-Home OTC COVID-19 test, as well as future updates to point-of-care antigen testing. These COVID-19 tests will replace the previously deployed BinaxNOW™ COVID-19 testing kits for point-of-care testing.

RIDOH, the State's single, consolidated public health agency, has access to these new OTC COVID-19 tests for deployment. Knowing that time is of the essence and that RIDOH's capacity to get out into the community and perform more testing is limited, the agency is seeking to partner with other stakeholders and organizations with the ability to implement this initiative logistically.

II. Agreements

The parties agree as follows:

A. RIDOH agrees to:

1. Establish protocols for the distribution, collection, and safekeeping of point-of-care antigen COVID-19 test supplies;

2. Use reasonable efforts to provide Tester with an adequate supply of point-of-care antigen COVID-19 Tests, to be able to in turn meet the volume needs of Rhode Islanders in the community requesting to be tested, either at the fixed site where Tester is or at multiple sites for which Tester has taken responsibility;
3. Coordinate between and among Testers, to the extent necessary, to support the health, safety, and well-being of Rhode Islanders.

B. Tester agrees to:

1. Use point-of-care antigen COVID-19 tests to test populations as directed by RIDOH;
2. Use the point-of-care antigen COVID-19 tests in accordance with clinical and scientific guidance (see, e.g., the hypertexted material in Exhibit A, relative to Quidel QuickVue At-Home OTC COVID-19 test) from the U.S. Food and Drug Administration, the U.S. Department of Health and Human Services, and RIDOH;
3. Enter positive, negative, and invalid results associated with all point-of-care antigen COVID-19 tests into the RIDOH Point-of-Care Results Reporting Portal: portal.ri.gov/reportcovidresult;
4. Not charge patients for the point-of-care antigen COVID-19 test itself; and
5. Not restrict access to the point-of-care antigen COVID-19 tests on the basis of race, religion, gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, gender identity, military status, or any other similarly protected classification.

Tester acknowledges and understands that RIDOH has complete discretion over the distribution of point-of-care antigen COVID-19 tests that the state acquires, and no distribution of point-of-care antigen COVID-19 tests by RIDOH creates a future obligation to provide Tester with Tests, or implies that RIDOH will distribute additional point-of-care antigen COVID-19 tests to Tester.

III. Term

This MOU is effective as of the last date written below ("Effective Date") for a term of one year. The MOU will automatically renew for one year on the anniversary of the effective date, and annually thereafter, unless earlier terminated in accordance with Article IV below.

IV. Termination

The parties may terminate their participation, obligations, and responsibilities under this MOU by mutual written agreement. Either party may terminate its participation, obligations, and responsibilities under this MOU by written notice of no less than (A) 90 days in advance to the other party, or (B) 30 days, in advance to the other party, if the terminating party contends that the other party has failed to substantially fulfill a material obligation or responsibility under this MOU. Before termination, the terminating party may elect to grant the other party the opportunity to cure this failure within a reasonable period of time. Please note that if no results are reported within a 30-day period, further supply of new testing kits will not be provided to you.

V. Severability

If any provision is held invalid, the remainder of the MOU shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

VI. Liabilities, Claims, Immunities & Defenses

A. 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.

B. Testers are critical to the State's response to the COVID-19 pandemic. They are "disaster response workers" performing disaster response services at the request of RIDOH. As such, Testers are entitled to immunity under R.I. Gen. Laws § 30-15-15 when providing services under this MOU. Nothing in this MOU or R.I.

Gen. Laws § 30-15-15 provides immunity for willful misconduct, gross negligence or bad faith.

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."

[REMAINDER OF THIS PAGE IS BLANK]

Both RIDOH, through its duly authorized representative below, and Tester, through its duly authorized representative below, have executed this MOU as of the last date written below.

FOR RIDOH:
Rhode Island Department of Health

Name: _____

Tile: _____

Signature: _____

Date: _____

FOR TESTER:
Org Name: _____

Name: _____

Tile: _____

Signature: _____

Date: _____

EXHIBIT A

EXAMPLE POINT-OF-CARE COVID-19 TEST
Quidel QuickVue At-Home OTC COVID-19 Test

Quidel QuickVue At-Home OTC COVID-19 Test produces rapid results in the privacy of your own home or business. Available over-the-counter, everything you need is in the package and taking the test is simple.

The test is authorized for home or personal use with self-collected anterior nasal (nares) swab samples in individuals ages 2 and older. Individuals ages 2 through 14 should have an adult perform the test. This test is intended to be used twice over two to three days, with at least 24 hours and no more than 36 hours between tests.

For more information about the Quidel QuickVue At-Home OTC COVID-19 tests, follow the links below:

Quidel QuickVue At-Home OTC COVID-19 – Test Overview

Quidel QuickVue At-Home OTC COVID-19 – Frequently Asked Questions

QuickVue At-Home OTC COVID-19 Test User Instructions