

**Memorandum of Understanding (MOU)
between Southern University Baton Rouge
Campuses (SUBR and SUAG) and CareSouth
Medical & Dental (CSMD) to Protect Faculty &
Staff Against COVID-19 and Influenza Viruses**

WHEREAS, Southern University and Agricultural & Mechanical College (“SUBR”) possesses adequate, conveniently located space that may be used for the purpose of vaccinating and testing a large number of persons in a short period of time;

WHEREAS, Care South Medical & Dental is ready, willing and able to provide testing and vaccinations to Southern University employees and can make available all necessary and qualified personnel, equipment, and expertise to implement a testing and vaccination clinic pursuant to the terms of this MOU;

WHEREAS, SUBR, Southern University Agricultural Research and Extension Center (“SUAG”) Southern University Law Center (“SULC”), and Southern University System (“SUS”) (collectively referred herein as “SU Land Mass”) all need to take similar steps to ensure the safe return of its faculty, staff and students after the onset of the COVID-19 pandemic;

WHEREAS, SUBR and CSMD agree to hold testing and vaccination services at SUBR’s Nursing School facilities, described in more detail below; and

WHEREAS, SUAG agrees to provide use of its mobile unit, described in more detail below.

NOW THEREFORE this MOU is entered between SUBR, SUAG and CSMD (collectively referred to as “Parties”) to allow for the use of SUBR’s facilities and SUAG’s mobile unit to establish testing and vaccination services for SU Land Mass’s return to campus.

I. Purpose

The Parties are planning and preparing for the 2020 influenza virus season in addition to the COVID-19 pandemic/Corona Virus. The Parties agree that in preparation for the 2020/2021 school year, that it is abundantly necessary to ensure for the safety, health and well-being of the Baton Rouge Southern University educational community, and that the availability of immunization and testing of all faculty and staff members employed by SU Land Mass is essential. CSMD has concluded that SUBR and SUAG possess facilities that are adequate to immunize faculty and staff of SU Land Mass in a short period of time. SUBR and SUAG agree to make their facilities available for purposes of holding testing and immunization services for SU Land Mass employees under the terms set out below.

II. Enactment of this MOU

CSMD, SUBR and SUAG have decided to enter this MOU to allow CSMD to use SUBR’s facilities and SUAG’s mobile unit to provide testing and vaccinations for SU Land Mass’s faculty and staff. This agreement becomes effective when the MOU is duly executed by all parties.

III. Obligations of Care South Medical & Dental

- a. CSMD will provide SUBR and SUAG with fourteen (14) days or more advance notice of the date to commence services.
- b. CSMD will conduct testing/immunizations five (5) days per week (M-F) during the hours of 8:00am and 5:00pm, excluding holidays and when the SUBR campus is closed.
- c. CSMD will comply with all applicable laws and regulations for inventorying, storing, securing, organizing, packaging, distributing, removing, dispensing and handling the medical material, including but not limited to patient information.
- d. CSMD will supply or arrange for all equipment, tests, vaccines and personnel necessary to administer the tests and vaccines and will provide any necessary blank consent forms to SU Land Mass for implementation and use under this MOU.
- e. All personnel conducting, administrating, assisting in services will be appropriately trained, credentialed and qualified.
- f. CSMD will supply or arrange for all equipment and qualified personnel necessary for staffing, and other tasks.
- g. CSMD will be responsible for proper and lawful disposal of medical waste and disinfection at the facility.
- h. All costs associated with organizing and conducting services under this MOU is the responsibility of CSMD.
- i. As it relates to COVID-19 testing- CSMD will bill insurance of any SU Land Mass employee for services received pursuant to this MOU. There will be no out of pocket expenses as it relates to administering COVID-19 testing.
- j. As it relates to Influenza vaccinations and testing - CSMD will waive the co-pay for vaccination and will bill insurance of any SU Land Mass employee for services received pursuant to this MOU. CSMD will provide a sliding fee scale for any SU Land Mass employee who does not have health insurance.
- k. CSMD is responsible for providing, collecting and maintaining all vaccination records, including, but not limited to, vaccine information sheets, non-patient specific orders and protocols, certificates of immunizations, and consent forms. CSMD also is responsible for inputting patient information to NYSIIS and for submitting any reports required by law.
- l. CSMD is responsible for notifying SUBR of any potential hazards within the CSMD's work and surrounding areas as soon as reasonably possible and will take all preventative measures to ensure safety of any and all people.
- m. CSMD agrees to indemnify, defend and hold harmless SU Land Mass from any and all losses, damages, expenses or other liabilities, including but not limited to attorney fees, court costs, and other cost of defense as they accrue, arising from or in any way related to negligence or failure on the part of CSMD, its contractors or representatives to perform a function of duty in carrying out the provisions of this MOU.
- n. CSMD will provide insurance or self-insure for any liability incurred by CSMD pursuant section

IV of this MOU. CSMD shall provide SUBR and SUAG with documentation of coverage prior to commencing services.

- o. CSMD shall provide SUBR and SUAG with aggregate data of testing results, including demographic data.

IV. Obligations of SUBR and SUAG

- a. SUBR and SUAG agree to make available the following locations for CSMD's use to provide services:

The Southern University Nursing School Room 152 and use of the Southern University Ag Mobile Unit.

- b. SUBR is responsible for providing all security for crowd control, utilities, such as, but not necessarily limited to gas, electric, water and telecommunications normally associated with each location's use as a school facility.
- c. SUBR will ensure that the location space is built out to the specifications required/approved by CSMD.
- d. SUBR and/or SUAG will provide at least one person on-site during the period of this MOU who has access to the facility, fixtures and equipment.
- e. SUBR and/or SUAG will take reasonable steps to make SU Land Mass faculty and staff aware of when and where such services will be held, distribute consent forms if possible prior to CSMD furnishing services, and assign an employee to be the lead contact with CSMD.

V. Severability

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

VI. Conditions of Termination

Either party may terminate this MOU without cause upon delivery of prior written notice to the other party at least thirty days before the effective date of such withdrawal. Either party may immediately terminate upon written notice to the other party if circumstances arise that make it impossible for the terminating party to carry out its responsibilities under this MOU.

VII. General Terms and Conditions

- a. This MOU becomes effective when signed by authorized SUBR and SUAG representative(s) and the CSMD CEO.
- b. This MOU represents the complete agreement between the parties regarding the use of SUBR and SUAG's facilities for services and may only be amended in writing signed by both parties.
- c. This agreement is effective for the period August through December, 2020, unless extended by

mutual agreement.

- d. The parties shall comply with all applicable federal and state laws and regulations in the performance of their responsibilities under this MOU.
- e. Any notice, request, demand or other communication required to be given or made in connection with this MOU shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, and (c) effective upon receipt by the individuals identified in Section IX, below.
- f. It is specifically understood and agreed that nothing herein shall be construed to create a joint venture, partnership, agency, or similar relationship. SUBR, SUAG or CSMD shall not have the power to act for or bind the other.

VIII. Contacts

The Parties agree to appoint the following individuals as direct contacts for the implementation of services as designated below:

SU Land Mass Contact: Dr. Katara A. Williams, Chief of Staff
225-771-4680

CSMD Contact: Matthew Valliere, CEO
225-301-1585

IX. Authority

The persons executing this MOU on behalf of their respective entity hereby represents and warrants that they have the power, right and legal capacity and appropriate authority to enter this MOU on behalf of the entity for which they sign.

SUBR: _____
Ray L. Belton, PhD
President-Chancellor

SUAG: _____
Orlando F. McMeans, PhD
Chancellor

Address:
J.S. Clark Administration Building
4th Floor
Baton Rouge, LA 70813

CSMD: _____
Matthew Valliere
CEO

Address:
3140 Florida St.
Baton Rouge, LA 70806