

Public Safety and Economic Growth (PubSEG) And Ventura County Community College District

This Agreement for services is made effective October 15, 2021 by and between Public Safety and Economic Growth (PubSEG) and Ventura County Community College District (VCCCD) serving Moorpark College, Oxnard College, Ventura College, and the District Administrative Center.

Description of Services

PubSEG delivers remotely managed, fully trained, turn-key contact tracing services for COVID-19 for VCCCD students, staff and invited community members attending VCCCD events or meetings. Services are available during the normal business days, evenings, early in the morning and on weekends.

PubSEG uses a “train the trainer” model to deliver contact tracers trained on COVID-19 contact tracing, and on VCCCD specific protocols. PubSEG starts with a two-week Program Preparation Period and will work within VCCCD procedures and protocols for contact tracing.

The result of the Program Preparation Period is a fully documented train the trainer program that combines PubSEG’s own internal training with training on VCCCD unique approach.

PubSEG uses HIPAA compliant technology, or if requested, VCCCD’s technology. PubSEG’s team is HIPAA certified.

Program Structure

PubSEG will structure VCCCD’s contact tracing program as follows:

- Two Week Preparation Period to learn VCCCD’s process. During this time, PubSEG will prepare training documents that will allow PubSEG to train their contact tracer(s) on VCCCD’s process.
- The document will outline PubSEG’s responsibilities.
- Upon completion of the two-week Preparation Period, PubSEG will assign a team (1 Full Time Equivalent (FTE) or more) of qualified and trained contact tracers who will serve on VCCCD’s program.
- The initial assignment should immediately follow the Preparation Period to allow PubSEG to enhance training materials, if needed, and conduct live contact tracing.
- After determining the team size, VCCCD may increase or decrease the size of the team.
 - Notification of changes for the following week are needed by Wednesday at 5:00 p.m.
 - PubSEG requires a 4-weekday advance notice of when VCCCD will need contact tracers to guarantee the assignment
 - The minimum shift is defined as 1 FTE for 4 hours

- If requests are for a decrease in the number of FTE or hours scheduled for the following week, and if changes are implemented, VCCCD will pay to PubSEG a change fee of \$750 per FTE for any reduction in hours.
- A Team Supervisor will oversee VCCCD's program and will monitor the performance of the contract tracer(s) assigned to VCCCD's team, address process improvements with VCCCD, and ensure that cases are handled promptly and follow up is completed in the required timeframes.
- The Team Supervisor will actively monitor VCCCD's program for Quality Assurance, based on PubSEG's internal QA rubric of communications, problem solving and documentation skills.
- PubSEG Team Supervisor will provide daily reports.
- All members of VCCCD's team at PubSEG will be HIPAA certified and will have successfully completed a course in "Making Contact: A Training for COVID-19 Contact Tracers". They will also have passed PubSEG's proprietary contact tracing training program.
- PubSEG contact tracers will be compliant with FERPA.
- A Tech Team will support VCCCD's PubSEG team if there are any data sharing needs and will do so following HIPA and FERPA guidelines and data security protocols.
- VCCCD will have direct and ongoing access to the Team Supervisor via email and phone. In the event the Team Supervisor is not available, PubSEG commits to a return call from a member of PubSEG's leadership team of equivalent authority within 24 hours.
- PubSEG will share the progress of VCCCD's team on a regular basis.

Program Size, Duration, Termination and Options to Amend

This Agreement shall be effective at the time of signing and expires June 30, 2022. The Agreement may be renewed upon written agreement of both parties.

PubSEG will cover shifts needed by VCCCD, as scheduled by the campuses, offsite programs and District Administrative Center, 7 days per week and charge hourly in arrears.

VCCCD may increase, decrease, terminate, or start up contact tracing efforts at any time during the duration of the Program by providing notice Wednesday at 5:00 p.m. for the following week, which starts on Mondays.

PubSEG will make all efforts to accommodate changes in resources in a shorter timeframe but cannot guarantee.

Fees, Timing and Duration for Initial Program

Program Preparation Fee:	\$3,000
Duration:	2 weeks (estimate)
Start timeframe:	1 day notice

Contact tracing outreach:

- Minimum shift: 1 FTE, 4 hours
- Maximum: none

- Cost: \$47/hour for supervisor
- Cost: \$40/hour contract tracer
- Full-time Team Supervisor is assigned on all shifts; if VCCCD prefers one contact tracer, the Team Supervisor will serve as the contact tracer
- Additional contact tracers can be assigned to the team and will be supervised by the Team Supervisor
 - Examples:
 - 7 days/week, 1 contact tracer covering 8-hour daily shifts is \$2,632 (supervisors' rate)
 - 7 days/week, 2 contact tracers covering 8-hour daily shifts is \$4,872 (supervisor and contract tracer rates)

The undersigned agree to the agreement terms and conditions on the document:

Ventura County Community College District:

Terry Cobos
 Name: Terry Cobos
 Title: Director of General Services

10-15-2021
 Date

Public Safety and Economic Growth:

Valerie Schmitt
 Name: Valerie Schmitt
 Title: Lead Partner

10/15/2021
 Date



TERMS AND CONDITIONS

Ventura County Community College identified foregoing Proposal ("Client"). Each of Client and PubSEG may be referred to as a "party". PubSEG is an independent contractor for Client. These Terms and Conditions are part of the proposal by PubSEG and accepted by client to which they are attached (collectively, the "Agreement").

Client Obligations. Client will: (i) designate one of its employees to serve as its Key Client Contact to act as its authorized representative for all matters pertaining to this Agreement and promptly notify PubSEG if there is change to the Key Client Contact or his or her contact information; (ii) require the Key Client Contact to respond promptly to any reasonable requests from PubSEG for instructions, information, or approvals required by PubSEG to provide the services, and (iii) comply with all laws in connection with activities relating to this Agreement.

Client Materials and PubSEG Intellectual Property. PubSEG invests substantial resources in developing materials specifically for Client's Program, which may include the Program overview, daily health surveys, case investigation and contact tracing scripts, and email & text templates. These Program Materials, to the extent used or produced as part of the Client's Program ("Program Materials"), will be owned by the Client, subject to payment of all amounts owing to PubSEG under this Agreement and subject to PubSEG's right to use the Program Materials for Client's Program. At the conclusion of Client's Program or upon the termination of this Agreement, provided that all amounts due to PubSEG from Client have been paid, PubSEG will provide the Program Materials to Client upon Client's request, provided that the request is received by PubSEG no later than 90 days after the earlier of the conclusion of Client's Program or the termination of this Agreement. PubSEG may, however, maintain one or more copies of the Program Materials. PubSEG has no obligation to maintain any Program Materials for more than 90 days after the earlier of the conclusion of Client's Program or the termination of this Agreement. Client may not resell these materials.

Similarly, PubSEG invests substantial resources in developing its manner of doing business, training materials and other proprietary processes, resources and intellectual property. PubSEG retains ownership of, and all of its other rights, title and interests in and to the ideas, processes, templates, methods, drafts, preliminary versions, and other knowledge owned or developed by PubSEG either before or during the term of this Agreement, including all training materials, templates either not developed specifically for Client or not containing Client-specific information, forms, database design formats, programming, and systems structure ("Proprietary Materials"). Nothing in this Agreement shall be construed as constituting a prohibition or limitation on PubSEG's right to use its Proprietary Materials in connection with its work for other clients or for any other purpose. To the extent that any PubSEG Proprietary Materials are incorporated, in whole or in part, into any Program Materials, PubSEG grants to Client a non-exclusive, worldwide, perpetual, fully paid up, royalty-free, non-transferrable, and non-sub-licensable license to use, modify, enhance, copy or create derivative works from that portion of the Program Materials containing the PubSEG Proprietary Materials. All other rights in the PubSEG Proprietary Materials remain with PubSEG.

No Decreases to Schedule during the Initial Program Ramp-up. There can be no decreases in the size and duration of the contact tracing team during the Initial Program Ramp-up, defined in #2, #3 and #4 above. If client wishes to increase the size of the contact tracing team, it must make the request by Wednesday at 5pm PT prior to the following week. PubSEG will respond with a date and time when this request can be fulfilled. PubSEG will strive to fulfill by the following week.

Changes in Schedule Past the Initial Program. PubSEG will allow change in the schedule past the Initial Program if requests are submitted by 5pm Pacific Time on Wednesday prior to the following week. PubSEG completes scheduling for its clients' programs, including the scheduling of the contact tracing team's outreach activities, at 5pm on Wednesdays before the start of the next program week and commits to paying contact tracers and other staff for the time they are scheduled. As a result, if Client requests any changes to its program for an upcoming program week after 5pm PT, Eastern Time, on Wednesday and such requests are for a decrease in the number of FTE or hours scheduled for the following week, and if the changes are implemented, Client will pay to PubSEG a change fee of \$750 per FTE for any reduction in hours to help PubSEG mitigate its costs associated with the changes.

Termination/Suspension. Aside from the Initial Program, either party may terminate this Agreement or suspend the Client's Program for any or no reason by providing the other party written notice of cancellation or suspension. If written notice of cancellation is received before 5pm PT on the Wednesday of a given week, it will be effective at the end of the then-current program week. Any notice of termination received after 5pm Pacific Time, on the

Thursday of a given week will be effective at the end of the *next* program week. For these purposes "program week" means seven calendar day period beginning on Monday of each week.

To be effective, notice of termination or suspension must actually be received by the party to whom it is addressed and must be made in writing, with email being considered a writing. Email must be directed to PubSEG's Team Supervisor (for PubSEG) and to the Key Client Contact (for Client). Regardless of which party initiates the termination, Client will be obligated to pay only for the number of hours actually used. In the event of termination of this Agreement, if any fees have been paid in advance, PubSEG will refund such advance payments, less any amounts owing to PubSEG under this Agreement. After a termination of this Agreement in accordance with this Termination/Suspension provision, any refund will be processed by PubSEG and sent to Client within ten (10) business days after a written request for a refund is received by PubSEG. Program Preparation and Onboarding fees, change fees and fees associated with PubSEG sourcing lists are not refundable.

Payments. PubSEG typically invoices in arrears at the beginning of each month. However, PubSEG reserves the right to bill more frequently than monthly and to bill promptly any change fees or fees. Invoices are due within 30 days of receipt. If any invoice remains unpaid for 30 days after its date, PubSEG may impose a late fee of 1.5% per month, unless there is an unresolved invoice discrepancy, for each month payment remains outstanding. In addition, if any invoice remains unpaid for 45 days after its date, PubSEG may suspend Client's Program immediately upon written notice to client, unless there is an unresolved invoice discrepancy. After 90 days, PubSEG may refer collection of the unpaid amount of any invoice to an attorney or collections agency for further action and, in such event, in addition to the invoice amount and late fees, Client will pay all reasonable attorney or collections agency fees.

PubSEG accepts payments via ACH, check and wire transfer. If you would prefer to pay by credit card, please reach out to your Team Supervisor for additional information. If any check (electronic or paper) issued to PubSEG is returned for nonpayment, regardless of the reason, Client will pay to PubSEG an administrative fee of \$50.00 for each returned check.

Non-Solicitation. Client acknowledges that PubSEG has spent significant amounts of time and money developing its manner of doing business and training those persons who implement its programs on behalf of its clients. Client further acknowledges that the business of PubSEG would be irreparably and materially damaged in the event that any of those persons were to leave PubSEG and perform services on behalf of Client or any of its affiliates. Therefore, Client agrees that during term of this Agreement and during such time as PubSEG is providing services for Client, if longer, and for a period of twelve (12) months thereafter, Client shall not, directly or indirectly, whether for Client's own benefit or the benefit of another, induce, contact, encourage, or solicit or attempt to induce, contact, encourage, or solicit any employee or associate, or former employee or associate, of PubSEG to leave PubSEG's employ or alter in any way the services provided to PubSEG or hire or otherwise engage any such person. With respect to former PubSEG employees or associates, the provisions of this non-Solicitation provision shall apply for six (6) months after the employee's or associate's employment by or association with PubSEG terminates.

Confidentiality. The parties agree that each party may have access to and will become aware of confidential information and/or trade secrets of the other party, which is not generally available to the public and/or that party's competitors and which have been developed at great expense and over a period of time by the party involved (as further described below "Confidential Information"). The parties further agree that each party would be greatly and irreparably damaged by the release or use of said Confidential Information in violation of this Agreement. Each party agrees that it will keep confidential and not disclose to any third party any of the other party's Confidential Information and will use such confidential information only in connection with the services contemplated by this Agreement. "Confidential Information" includes trade secrets, PubSEG training materials, the economic terms of this Agreement, financial information, and any other proprietary or non-public information whether or not marked as "Confidential" as well as any information that is developed based on that information.

Miscellaneous.

Force Majeure. Neither Client nor PubSEG shall be liable for any delay or failure in performance of any part of this Agreement (other than a failure to make payments) because of any cause or circumstances beyond its control such as, but not limited to, acts of God, lightning, explosion, fire, power failure, strikes, terrorism, newly enacted laws or regulations, unavailability of or interruption or delay in power, telecommunications or third-party services or any other cause arising without its actual fault.

Binding Agreement; Assignment. This Agreement, together with any separate confidentiality or non-disclosure agreement, among the parties, sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, representations and warranties. This Agreement is binding upon and enforceable by and against Client and PubSEG, and their respective successors and permitted assigns. Neither Client nor PubSEG may assign this agreement without the consent of the other, except that Client or PubSEG may assign this Agreement without the consent of the other, to any purchaser of, or other successor

to, all or substantially all, of its business or operations, provided that notice of any such assignment is provided to the non-assigning party within five (5) business days after assignment. This Agreement is binding upon and shall inure to the benefit of Client, PubSEG and their respective successors and permitted assigns and is solely for their benefit and not the benefit of any other third party.

Waiver; Amendment. No waiver of any breach of any provision of this Agreement or performance obligation in this Agreement is a waiver of any other breach or obligation. The parties can amend this Agreement only upon written agreement of the parties. For these purposes, an amendment agreed upon orally, if confirmed via email, is considered a written agreement between the parties.

Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California applicable to contracts entered into and to be fully performed in the State of California, without regard to any conflict of laws principles. The parties' consent to the exclusive jurisdiction of the courts of the State of California and the United States Federal Court for the District of California, together with applicable appellate courts.

Interpretation. Section headings contained in the Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. The word "including" means "including, without limitation." This Agreement may be executed in counterparts, each of which will be considered an original, and together will make up one instrument. If a provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in place and enforceable. Whenever the context of this Agreement requires the masculine gender, said context also includes the feminine and neutral gender, and the singular number includes the plural and vice versa.

Survival. The terms and provisions of the following sections shall survive any termination or expiration of this Agreement: Client Materials and PubSEG Intellectual Property; Payments (together with any obligation on the part of Client to make payments under this Agreement, but not specified in that section); Non-Solicitation, Confidentiality; and Miscellaneous.

Limitations on Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY. In no event will PubSEG's liability for any damages, losses and causes of actions whether in contract, tort (including negligence or otherwise) or strict liability or other legal theory exceed the actual dollar amount paid by Client for the services which gave rise to such damages, losses and causes of actions during the three-month period prior to the date the damage or loss occurred or the cause of action arose.

Indemnification. All decisions in connection with the structure and implementation of the contact tracing program are at the sole responsibility of Client. Client remains solely responsible for complying, and ensuring that the contact tracing program complies with, all applicable laws and regulations. Client will indemnify, defend and hold PubSEG, and its owners, employees and agents, harmless from any and all obligations, claims, damages and expenses (collectively, "Losses") of any nature whatsoever PubSEG may incur, including without limitation, investigation and attorneys' fees and expenses, arising out of, or in connection with, the performance of PubSEG's services under this Agreement. This indemnification will not apply to the extent Losses arise from PubSEG's bad faith or willful misconduct or to claims by Client against PubSEG (which remains subject to the foregoing Limitations on Damages provision. We notify you promptly of any Losses, provided that our failure to provide prompt notice will not relieve you of your indemnification obligations, except to the extent you are actually prejudiced, and keep you reasonably informed with respect to any matter for which indemnification has been sought hereunder.

Notices. All notices, requests, demands and other communications required or permitted under this Agreement will be in writing (with email constitute a writing) and, for Client and by mail (postage prepaid), overnight delivery (charges prepaid), emailed or delivered by hand, addressed to the billing address PubSEG has on file for Client or by email to the Key Client Contact, and for PubSEG to 441 Station Avenue, Haddonfield, NJ 08033 or by email to the Team Supervisor assigned to Client's program, or such other address as specified by the applicable party in accordance with this provision.

Ventura County Community College District and
LabLINQ DIAGNOSTICS
AGREEMENT FOR COVID-19 TESTING SERVICES

This Agreement for COVID-19 PCR Testing Services ("Agreement") is entered into by and between Ventura County Community College District ("CLIENT"), located at 761 E. Daily Drive, Suite 200, Camarillo, CA 93010 and LabLINQ Diagnostics, located at 15910 Ventura Blvd. Suite 1701, Encino, CA 91436 ("LabLINQ"). CLIENT and LabLINQ are sometimes herein collectively referred to as "Parties."

The purpose of this Agreement is to set forth the undersigned Parties' obligations regarding CLIENT's engagement of LabLINQ to provide COVID-19 PCR testing and related services to CLIENT employees, students, and invited community members.

RECITALS

WHEREAS, LabLINQ operates Clinical Laboratories and is duly licensed, certified, accredited or otherwise legally qualified and willing to provide laboratory services in the State of California;

WHEREAS, CLIENT is a California organization located in the County of Ventura;

WHEREAS, LabLINQ and CLIENT desire to enter into an agreement to set forth the terms and conditions of their relationship with respect to the provision of laboratory testing services to CLIENT.

NOW, THEREFORE in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, it is agreed as follows:

1. RESPONSIBILITIES

1.1. LabLINQ agrees to provide the following services to CLIENT:

1.1.1. COVID-19 Testing. LabLINQ shall provide PCR Laboratory Testing Services for all specimens obtained from all staff, students and invited community members attending Client's events or meetings and referred to LabLINQ by client for testing and compliance with the requirements set forth by the Ventura County Health Department or other applicable government health department, as set forth in this Agreement. Testing sites for the Client are located in the cities of Ventura, Oxnard, Moorpark, Camarillo, and Santa Paula.

LabLINQ shall provide services under this Agreement by appropriately trained, qualified, and, if applicable certified and licensed staff. LabLINQ shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense. LabLINQ shall provide Client with copies of any applicable certifications, licenses, and waivers for all staff providing services under this Agreement upon request by the Client. LabLINQ shall notify Client, in writing, of any change in any staff member's certification or license no later within 10 days following the change.

1.1.2. Registration. LabLINQ will establish a proprietary student, staff, and community member online registration program. All students, staff and community members will pre-register using designated proprietary QR code and/or URL.

1.1.3. Insurance Claims and Reimbursement. LabLINQ will file insurance claims for individuals being tested including Federal and State Uninsured Programs. Proof of Medical Insurance is required for individuals being tested prior to conducting testing unless the individual does not have insurance.

1.1.4. Reporting. LabLINQ will report test results to staff, students, CLIENT, and the Ventura County Department of Public Health via HIPAA compliant technology. Reporting shall occur within 24 hours of the conclusion of the specimen collection event.

1.2. CLIENT agrees to provide the following:

1.2.1. Access. CLIENT shall provide locations, staff, student, and community member registration information, and site access necessary to conduct PCR COVID testing services.

1.2.2. Pre-Registration. CLIENT shall provide and ensure that all test registrations are fully complete in advance of testing events or require it on site prior to testing.

1.2.3. Facility. CLIENT shall provide tables, chairs, trash cans, electrical, Wi-Fi authorization, and security reasonably necessary to perform testing.

1.2.4. Information Release. CLIENT shall obtain a release from staff, students, and community members to collect test registration information and share test results to designated administrators.

1.3. Compliance with California and Federal Statutes.

1.3.1. Parties agree to cooperate with each other to meet any requirements imposed on LabLINQ and CLIENT by state and federal law, as amended, and all regulations issued pursuant thereto including those governing confidentiality of protected health information. Parties agree to maintain such records and provide such information to one another, and to applicable state and federal regulatory agencies, for compliance, when expressly required by law or this Agreement. Such responsibilities shall not be terminated upon termination of this Agreement. Parties agrees to retain documents for a term of at least five (5) years from and after the termination of this Agreement, or any longer period required by law.

2. COMPENSATION

2.1. Rate Schedule. Each test will be administrated at a cost of zero dollars and zero cents (\$0.00).

2.2. Insurance Billing. LabLINQ will file insurance claims for staff, students and community members including Federal and State Uninsured Programs. Proof of Medical Insurance is required for all individuals being tested prior to conducting testing unless the individual does not have medical insurance.

2.3. The following representation also governs compensation: Any claim for testing of a staff, student or community member which is denied for payment by an insurer may be billed to a funding source available under the CARES Act. Such claim will not be paid by CLIENT or the individual tested.

3. TERM; TERMINATION; EFFECT OF TERMINATION

- 3.1. Term. The Term of this Agreement shall commence on October 8, 2021 and shall continue through June 30, 2022. The Parties may amend or renew this Agreement upon mutual written agreement.
- 3.2. Termination without Cause. This Agreement may be terminated in its entirety by either Party, at any time, without cause, by giving at least fifteen (15) days prior written notice of termination to the other Party.
- 3.3. Effect of Termination. Upon the termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of termination.

4. INSURANCE AND INDEMNIFICATION

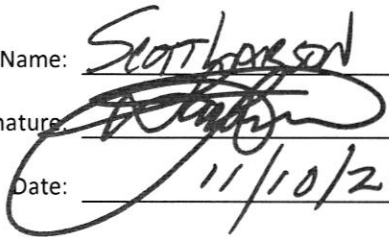
- 4.1. Insurance Coverage. Each Party will, at its own expense, continuously maintain during the entire term of this Agreement and any extension or modification, the following policies:
 - 4.1.1. LabLinq shall maintain a policy of general liability insurance, including professional liability and auto liability coverage insurance (or program of self-insurance) in relation to the performance of services under this Agreement with minimum limits of one million dollars (\$1,000,000 per occurrence, and three million dollars (\$3,000,000) in aggregate. Such insurance shall name the Ventura County Community College District as an additional insured, and an endorsement evidencing such coverage.
 - 4.1.2. Client shall maintain commercial general liability insurance (or program of self-insurance) covering their respective operations; and,
 - 4.1.3. Both Parties shall maintain workers' compensation insurance as required by applicable law.
- 4.2. Evidence. Each Party shall provide the other Party with evidence of such insurance coverage, upon request. In addition, each Party shall provide the other Party with immediate written notice of any cancellation, material modification or non-renewal of any of the insurance coverage required by this Article.
- 4.3. Indemnification. Both Parties shall defend, indemnify, and hold harmless, the other and their directors, officers, employees, affiliates, and agents against any claim, loss, damage, cost, expense, or liability arising out of or related to the negligent or intentional acts or omissions of its employees or agents, of any activity pursuant to this Agreement.

5. GENERAL PROVISIONS

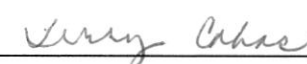
- 5.1. Independent Contractors. No provision of this Agreement is intended to create, nor shall any provision hereof be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of its respective contractors, employees, agents, or representatives shall be deemed or construed to be the contractor, employee, agent, or representative of the other.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below:

LabLINQ Diagnostics

Printed Name: Scott Larson
Signature: 
Date: 11/10/21

**Ventura County Community
College District**

Printed Name: Terry Cobos, Director of General
Services
Signature: 
Date: 11-12-21

**Moorpark College and
LabLINQ DIAGNOSTICS**
AGREEMENT FOR COVID-19 TESTING SERVICES

This Agreement for COVID-19 PCR Testing Services ("Agreement") is entered into by and between Moorpark College ("CLIENT"), located 7075 Campus Rd, Moorpark, CA 93021 and LabLINQ Diagnostics, located at 15910 Ventura Blvd. Suite1701, Encino, CA 91436 ("LabLINQ"). CLIENT and LabLINQ are sometimes herein collectively referred to as "Parties."

The purpose of this Agreement is to set forth the undersigned Parties' obligations regarding CLIENT's engagement of LabLINQ to provide COVID-19 PCR testing and related services to CLIENT employees and students.

RECITALS

WHEREAS, LabLINQ operates Clinical Laboratories and is duly licensed, certified, accredited or otherwise legally qualified and willing to provide laboratory services in the State of California;

WHEREAS, CLIENT is a California public school district located in the County of Ventura;

WHEREAS, LabLINQ and CLIENT desire to enter into an agreement to set forth the terms and conditions of their relationship with respect to the provision of laboratory testing services to CLIENT.

NOW, THEREFORE in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, it is agreed as follows:

1. RESPONSIBILITIES

1.1. LabLINQ agrees to provide the following services to CLIENT:

1.1.1. COVID-19 Testing. LabLINQ shall provide PCR Laboratory Testing Services for all specimens obtained from all staff and students as set forth in this Agreement.

1.1.1.1. Only asymptomatic staff and students are eligible for testing.

1.1.2. Registration. LabLINQ will establish a proprietary student and staff online registration program. All students and staff will pre-register using designated proprietary QR code and/or URL.

1.1.3. Insurance Claims and Reimbursement. LabLINQ will file insurance claims for staff and students including Federal and State Uninsured Programs. Proof of Medical Insurance is required for all staff and students prior to conducting testing unless student or staff does not have insurance.

1.1.4. Reporting. LabLINQ will report test results to staff, students, CLIENT, and the Los Angeles County Department of Public Health via HIPAA compliant technology. Reporting shall occur within 24 hours of the conclusion of the specimen collection event.

1.2. CLIENT agrees to provide the following:

- 1.2.1. Exclusivity. LabLINQ will be exclusive provider of PCR COVID-19 testing services for CLIENT.
- 1.2.2. Access. CLIENT shall provide locations, staff and student registration information, and site access necessary to conduct PCR COVID testing services.
- 1.2.3. Pre-Registration. CLIENT shall provide and ensure that all test registrations and student and staff profiles are fully complete in advance of testing events or require it on site prior to testing.
- 1.2.4. Facility. CLIENT shall provide tables, chairs, trash cans, electrical, Wi-Fi authorization, and security reasonably necessary to perform testing.
- 1.2.5. Information Release. CLIENT shall obtain a release from staff and students to collect test registration information and share test results to designated administrators.

1.3. Compliance with California and Federal Statutes.

- 1.3.1. Parties agree to cooperate with each other to meet any requirements imposed on LabLINQ and CLIENT by state and federal law, as amended, and all regulations issued pursuant thereto including those governing confidentiality of protected health information. Parties agree to maintain such records and provide such information to one another, and to applicable state and federal regulatory agencies, for compliance, when expressly required by law or this Agreement. Such responsibilities shall not be terminated upon termination of this Agreement. Parties agrees to retain documents for a term of at least five (5) years from and after the termination of this Agreement, or any longer period required by law.

2. COMPENSATION

- 2.1. Rate Schedule. Each test will be administrated at a cost of zero dollars and zero cents (\$0.00).
- 2.2. Insurance Billing. LabLINQ will file insurance claims for staff and students including Federal and State Uninsured Programs. Proof of Medical Insurance is required for all staff and students prior to conducting testing unless student or staff does not have medical insurance.
- 2.3. The following representation also governs compensation: Any claim for testing of a staff or student which is denied for payment by an insurer may be billed to a funding source available under the CARES Act. Such claim will not be paid by CLIENT or the individual tested.

3. TERM; TERMINATION; EFFECT OF TERMINATION

- 3.1. Term. The Term of this Agreement shall commence on October 8, 2021 and shall continue through March 31, 2022. The Parties may amend or renew this Agreement upon mutual written agreement.
- 3.2. Termination without Cause. This Agreement may be terminated in its entirety by either Party, at any time, without cause, by giving at least fifteen (30) days prior written notice of termination to the other Party.

- 3.3. Effect of Termination. Upon the termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of termination.

4. INSURANCE AND INDEMNIFICATION

- 4.1. Insurance Coverage. Each Party will, at its own expense, continuously maintain:

4.1.1. LabLINQ shall maintain professional liability insurance (or program of self- insurance) covering its agents for professional liability in relation to their clinical activities at their respective facilities;

4.1.2. Both Parties shall maintain commercial general liability insurance (or program of self-insurance) covering their respective operations; and,

4.1.3. Both Parties shall maintain workers' compensation insurance as required by applicable law.

- 4.2. Limits. This insurance will be placed with insurers and have coverage limits consistent with health care industry standards.

- 4.3. Evidence. Each Party shall provide the other Party with evidence of such insurance coverage, upon request. In addition, each Party shall provide the other Party with immediate written notice of any cancellation, material modification or non-renewal of any of the insurance coverage required by this Article.

- 4.4. Indemnification. Both Parties shall defend, indemnify and hold harmless, the other and their directors, officers, employees, affiliates, and agents against any claim, loss, damage, cost, expense or liability arising out of or related to the negligent or intentional acts or omissions of its employees or agents, of any activity pursuant to this Agreement.

5. GENERAL PROVISIONS

- 5.1. Independent Contractors. No provision of this Agreement is intended to create, nor shall any provision hereof be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of its respective contractors, employees, agents or representatives shall be deemed or construed to be the contractor, employee, agent or representative of the other.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below:

LabLINQ Diagnostics

Printed Name: Scott Larson

Signature: 

Date: 10/07/21

CLIENT/Moorpark College

Printed Name: _____

Signature: _____

Date: _____

Oxnard College and
LabLINQ DIAGNOSTICS
AGREEMENT FOR COVID-19 TESTING SERVICES

This Agreement for COVID-19 PCR Testing Services ("Agreement") is entered into by and between Oxnard College ("CLIENT"), located 4000 S Rose Ave, Oxnard, CA 93033 and LabLINQ Diagnostics, located at 15910 Ventura Blvd. Suite1701, Encino, CA 91436 ("LabLINQ"). CLIENT and LabLINQ are sometimes herein collectively referred to as "Parties."

The purpose of this Agreement is to set forth the undersigned Parties' obligations regarding CLIENT's engagement of LabLINQ to provide COVID-19 PCR testing and related services to CLIENT employees and students.

RECITALS

WHEREAS, LabLINQ operates Clinical Laboratories and is duly licensed, certified, accredited or otherwise legally qualified and willing to provide laboratory services in the State of California;

WHEREAS, CLIENT is a California public school district located in the County of Ventura;

WHEREAS, LabLINQ and CLIENT desire to enter into an agreement to set forth the terms and conditions of their relationship with respect to the provision of laboratory testing services to CLIENT.

NOW, THEREFORE in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, it is agreed as follows:

1. RESPONSIBILITIES

1.1. LabLINQ agrees to provide the following services to CLIENT:

1.1.1. COVID-19 Testing. LabLINQ shall provide PCR Laboratory Testing Services for all specimens obtained from all staff and students as set forth in this Agreement.

1.1.1.1. Only asymptomatic staff and students are eligible for testing.

1.1.2. Registration. LabLINQ will establish a proprietary student and staff online registration program. All students and staff will pre-register using designated proprietary QR code and/or URL.

1.1.3. Insurance Claims and Reimbursement. LabLINQ will file insurance claims for staff and students including Federal and State Uninsured Programs. Proof of Medical Insurance is required for all staff and students prior to conducting testing unless student or staff does not have insurance.

1.1.4. Reporting. LabLINQ will report test results to staff, students, CLIENT, and the Los Angeles County Department of Public Health via HIPAA compliant technology. Reporting shall occur within 24 hours of the conclusion of the specimen collection event.

1.2. CLIENT agrees to provide the following:

- 1.2.1. Exclusivity. LabLINQ will be exclusive provider of PCR COVID-19 testing services for CLIENT.
- 1.2.2. Access. CLIENT shall provide locations, staff and student registration information, and site access necessary to conduct PCR COVID testing services.
- 1.2.3. Pre-Registration. CLIENT shall provide and ensure that all test registrations and student and staff profiles are fully complete in advance of testing events or require it on site prior to testing.
- 1.2.4. Facility. CLIENT shall provide tables, chairs, trash cans, electrical, Wi-Fi authorization, and security reasonably necessary to perform testing.
- 1.2.5. Information Release. CLIENT shall obtain a release from staff and students to collect test registration information and share test results to designated administrators.

1.3. Compliance with California and Federal Statutes.

- 1.3.1. Parties agree to cooperate with each other to meet any requirements imposed on LabLINQ and CLIENT by state and federal law, as amended, and all regulations issued pursuant thereto including those governing confidentiality of protected health information. Parties agree to maintain such records and provide such information to one another, and to applicable state and federal regulatory agencies, for compliance, when expressly required by law or this Agreement. Such responsibilities shall not be terminated upon termination of this Agreement. Parties agrees to retain documents for a term of at least five (5) years from and after the termination of this Agreement, or any longer period required by law.

2. COMPENSATION

- 2.1. Rate Schedule. Each test will be administrated at a cost of zero dollars and zero cents (\$0.00).
- 2.2. Insurance Billing. LabLINQ will file insurance claims for staff and students including Federal and State Uninsured Programs. Proof of Medical Insurance is required for all staff and students prior to conducting testing unless student or staff does not have medical insurance.
- 2.3. The following representation also governs compensation: Any claim for testing of a staff or student which is denied for payment by an insurer may be billed to a funding source available under the CARES Act. Such claim will not be paid by CLIENT or the individual tested.

3. TERM; TERMINATION; EFFECT OF TERMINATION

- 3.1. Term. The Term of this Agreement shall commence on October 8, 2021 and shall continue through March 31, 2022. The Parties may amend or renew this Agreement upon mutual written agreement.
- 3.2. Termination without Cause. This Agreement may be terminated in its entirety by either Party, at any time, without cause, by giving at least fifteen (30) days prior written notice of termination to the other Party.

- 3.3. Effect of Termination. Upon the termination of this Agreement, as herein above provided, and except as specifically provided herein, no Party shall have any further obligation hereunder except for obligations, debts or liabilities arising hereunder prior to the date of termination.

4. INSURANCE AND INDEMNIFICATION

- 4.1. Insurance Coverage. Each Party will, at its own expense, continuously maintain:

4.1.1. LabLINQ shall maintain professional liability insurance (or program of self-insurance) covering its agents for professional liability in relation to their clinical activities at their respective facilities;

4.1.2. Both Parties shall maintain commercial general liability insurance (or program of self-insurance) covering their respective operations; and,

4.1.3. Both Parties shall maintain workers' compensation insurance as required by applicable law.

- 4.2. Limits. This insurance will be placed with insurers and have coverage limits consistent with health care industry standards.

- 4.3. Evidence. Each Party shall provide the other Party with evidence of such insurance coverage, upon request. In addition, each Party shall provide the other Party with immediate written notice of any cancellation, material modification or non-renewal of any of the insurance coverage required by this Article.

- 4.4. Indemnification. Both Parties shall defend, indemnify and hold harmless, the other and their directors, officers, employees, affiliates, and agents against any claim, loss, damage, cost, expense or liability arising out of or related to the negligent or intentional acts or omissions of its employees or agents, of any activity pursuant to this Agreement.

5. GENERAL PROVISIONS

- 5.1. Independent Contractors. No provision of this Agreement is intended to create, nor shall any provision hereof be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of its respective contractors, employees, agents or representatives shall be deemed or construed to be the contractor, employee, agent or representative of the other.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below:

LabLINQ Diagnostics

Printed Name: Scott Larson

Signature:  _____

Date: 10/07/21

CLIENT/Oxnard College

Printed Name: _____

Signature: _____

Date: _____