

COVID-19 TESTING SERVICES MASTER AGREEMENT

THIS COVID-19 TESTING SERVICES MASTER AGREEMENT (“Agreement”) is entered into as of the final signature attained on this Agreement below (“Effective Date”), by and between Aptitude Clinical Laboratories LLC, located at Goleta, California (“Aptitude Clinical”), and County of Santa Barbara Human Resources (“Client”). Aptitude Clinical and Client are referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. Aptitude Clinical is duly licensed, accredited and has a Clinical Laboratory Improvements Association (“CLIA”) certificate to provide laboratory services. Aptitude Clinical is running a saliva-based molecular test authorized for diagnostic use (the “Aptitude Clinical COVID-19 Testing”), is registered with Laboratory Field Services (“LFS”) for COVID-19 testing, has been approved by California Department of Public Health (“CDPH”) COVID-19 Testing Task Force Lab List, and is submitting data to California Reportable Disease Information Exchange (CaREDIE”).
- B. In accordance with federal and California state laws and guidance, including from CDPH, Client has developed a program to provide COVID-19 Testing to its staff (each, a “Test Recipient”) as one measure to help to limit the spread of COVID-19 to Client staff (the “Client Testing Program”).
- C. Because California law and most health plans require that clinical lab testing (including the Aptitude Clinical COVID-19 Testing) must be ordered by and reported to a healthcare practitioner. to authorize Aptitude Clinical to perform and report the Aptitude Clinical COVID-19 Tests, Aptitude Clinical will perform COVID-19 Testing as authorized by a healthcare practitioner (“Healthcare Provider”) duly licensed and authorized under California law, and deliver to Client (and the Test Recipients) COVID-19 Testing for the Client Testing Program.
- D. Aptitude Clinical and Client desire to enter into this Agreement whereby Aptitude Clinical shall perform the Aptitude Clinical COVID-19 Testing for each of the Test Recipients when authorized by the Healthcare Provider pursuant to the Client Testing Program.

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, the Parties agree as follows:

1. The COVID-19 Testing.

- a. Aptitude Clinical shall perform the COVID-19 Testing hereunder in compliance with the applicable standards of CLIA, California law and the FDA COVID-19 Testing Policy upon authorization and request of the Healthcare Provider.
- b. The Healthcare Provider will be the ordering physician for Aptitude Clinical to perform the COVID-19 Testing for the Test Recipients.
- c. Client will secure from each Test Recipient, or each Test Recipient’s parent or legal guardian if the Test Recipient is under the age of eighteen (18) years old, a signed informed consent, and a signed insurance billing authorization (if insurance billing option is chosen), with the terms as set forth in the template attached hereto and incorporated by this reference as **Exhibit A** (“Authorizations”), consenting to receive the COVID-19 Testing, authorizing disclosure of the COVID-19 Testing results, and authorizing Aptitude Clinical to bill the Test Recipient’s Insurance Payer. The Parties hereby agree that the delivery to Aptitude Clinical of COVID-19 test specimens (“COVID-19 Test Specimen”) shall be binding confirmation to Aptitude Clinical that such Authorizations have been secured from the Test Recipient for such testing and Client shall provide copies of such Authorizations to Aptitude Clinical upon request.
- d. In accordance with Test Recipients informed consent, Aptitude Clinical will release to Client and applicable public health agencies the results of the Test Recipient’s COVID-19 Testing.

e. Aptitude Clinical will supply patient specimen collection kits consisting of specimen containers and seals (“Specimen Collection Kit”). Instructions for patient self-collection of COVID-19 Test Specimens will be made available digitally.

f. Client will oversee collection from each Test Recipient of a COVID-19 Test Specimen using the Specimen Collection Kit. Aptitude Clinical may include staffing support and transportation support when there is a regular schedule of screening of staff in place.

g. Aptitude Clinical shall ensure that any personnel employed by Aptitude Clinical to perform COVID-19 Test Specimen collection duties are duly trained and qualified to do so.

h. As determined by and in accordance with the COVID-19 Test Order, Aptitude Clinical will perform the Aptitude Clinical COVID-19 Testing of the COVID-19 Test Specimen for the Test Recipient. Aptitude Clinical will report or cause the results thereof to be reported to the applicable public health agencies.

i. Aptitude Clinical will provide to Client the test results of their staff by means of an online portal.

j. Aptitude Clinical will provide individual test results to each Test Recipient by electronic means.

k. Aptitude Clinical shall arrange for daily pickup (excluding weekends and holidays) of samples from designated regional locations in the Santa Barbara, Santa Maria, and Santa Ynez Valley regions.

2. Compensation for the COVID-19 Testing.

a. Aptitude Clinical will use good faith efforts to bill and receive payment from each Test Recipient’s Insurance Payer for the COVID-19 Testing provided to Test Recipient.

b. Client will be responsible to obtain and provide to Aptitude Clinical any and all other information and documentation required by each Test Recipient’s Insurance Payer, and as may be reasonably necessary for Aptitude Clinical’s billing and collection function. Only Test Recipients that provide the requested health insurance information, or an attestation that they are uninsured, will be eligible for participation in this COVID-19 Testing program.

c. Any payment received by Aptitude Clinical from a Test Recipient’s Insurance Payer for the COVID-19 Testing performed for a Test Recipient hereunder shall represent payment in full for all such services for such Test Recipient.

d. Client shall not be required to pay for Test Recipients that are uninsured.

3. Term. The term of this Agreement shall commence on the later of January 25, 2022 or the Effective Date and end performance no later than remain in effect until the County of Santa Barbara local declared emergency regarding COVID-19 is no longer in effect as determined by the Board of Supervisors, or until January 31, 2023, whichever occurs first, unless earlier terminated as provided hereinunder.

4. Commitment of Clients. Client commits that it will secure from each Test Recipient any and all authorizations and consents required by law – including but not limited to the properly signed Informed Consent – for each Test Recipient as to each of the following:

a. The collection of the Test Recipient’s COVID-19 Test Specimen for the COVID-19 Testing by the Test Recipient;

- b. The transmission to Aptitude Clinical of the Test Recipient's COVID-19 Test Specimen and disclosure to Aptitude Clinical of any information regarding the Test Recipient for the COVID-19 Testing;
- c. The analysis of the COVID-19 Test Specimen by Aptitude Clinical;
- d. The transmission to the Test Recipient's Insurance Payer by Aptitude Clinical of a claim for payment for the testing;
- e. The transmission and disclosure of the results of the COVID-19 Testing for such Test Recipient by Aptitude Clinical to the Test Recipient, Client, and applicable public health agencies; and
- f. Client's use and dissemination of the results of the COVID-19 Testing for the Test Recipient, including with regard to any employment or Client participation actions involving the Test Recipient.

5. Insurance. Throughout the Term of this Agreement, Aptitude Clinical shall procure and maintain, or cause to be maintained, Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) in the annual aggregate, Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) in the annual aggregate, Cyber and Technology Professional Liability of not less than Five Million Dollars (\$5,000,000) in the annual aggregate, and Workers' Compensation of not less than One Million Dollars (\$1,000,000) per occurrence. In the event of termination of this Agreement for any reason, this obligation to be insured for occurrences during the Term of this Agreement shall be binding on Aptitude Clinical and shall survive the termination or expiration of this Agreement and, if necessary, tail insurance shall be procured by Aptitude Clinical.

6. Indemnification.

a. Aptitude Clinical shall indemnify, hold harmless and defend Client and its trustees, officers, employees, agents, and contractors ("Client Parties") from and against all costs, expenses, losses, judgments, injuries and/or damage, including but not limited to reasonable attorneys' fees ("Damages") from a third party claim against one (1) or more Client Parties based on Aptitude Clinical's or its employees' or contractors' negligent act or omission or willful misconduct in the performance of activities under this Agreement, or Aptitude Clinical's or its employees' or contractors' breach of this Agreement, except to the extent that Damages arise out of the acts or omissions of Client or its employees or contractors.

b. Client shall indemnify, hold harmless and defend Aptitude Clinical, Healthcare Provider, and their respective directors, officers, employees, agents, and contractors ("Aptitude Clinical Parties") from and against all Damages from a third party claim against one (1) or more Aptitude Clinical Parties based on Client's or its employees' or contractors' negligent act or omission or willful misconduct in the performance of the activities under this Agreement, or Client's or its employees' or contractors' breach of this Agreement, except to the extent that Damages arise out of the acts or omissions of Aptitude Clinical or its employees or contractors. Client further agrees to indemnify, hold harmless and defend Aptitude Clinical and its employees and contractors from and against all Damages from a third party claim against one (1) or more Aptitude Clinical Parties to the extent based on any decision or action by Client in violation of applicable law in response to the results of a COVID-19 Test (including, without limitation, Client's decisions or actions that relate to education, opportunity, employment, promotion, discharge, working conditions, personnel benefits, other conditions of employment, and any education, labor or personnel laws and regulations) with respect to Client's staff, including the Test Recipients, except to the extent that Damages are caused by the acts or omissions of the Aptitude Clinical Parties.

c. The Parties agree that the foregoing obligations set forth in this Section shall survive termination of this Agreement for any reason.

7. Limitation of Liability. In no event shall either party be liable to the other party or any other person for any special, indirect, consequential, exemplary or incidental damages, or lost of anticipated revenues or profits, arising from or relating to this Agreement or the subject matter hereof, whether based in contract, tort (including negligence or strict liability) or otherwise, and even if such party is advised of the possibility or likelihood of same. The limitations in this section shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

8. Compliance with Laws. Each Party shall, at its sole cost and expense, comply and perform under this Agreement in accordance with all applicable County, State, and Federal laws, statutes, regulations, orders, and policy requirements now in force or which may hereafter be in force with regard to this Agreement. With respect to the confidentiality of personal and protected health information (“PHI”), including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), it is understood and agreed that Aptitude Clinical is acting as a “Covered Entity” under HIPAA and is obligated to perform its respective activities under this Agreement in compliance with the applicable requirements of HIPAA and other applicable state and federal laws and regulations governing the confidentiality of PHI. The judgment of any court of competent jurisdiction, or the admission of Aptitude Clinical in any action or proceeding against Aptitude Clinical, whether Client is a party thereto or not, that Aptitude Clinical has violated any such law, ordinance, statute, or regulation shall be conclusive of that fact as between Aptitude Clinical and Client.

9. Governing Law & Venue. The terms and provisions of this Agreement shall be governed by the laws of the State of California, without regard to any conflict of law provisions. The venue for any dispute under this Agreement is Santa Barbara County, California, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

10. Designated Representative & Notices.

a. Yvonne Torres at phone number 805-568-3075 is the representative of Client and will administer this Agreement for and on behalf of Client. Jackson Gong at phone number 805-689-9071 is the authorized representative for Aptitude Clinical. Changes in designated representatives shall be made only after advance written notice to the other Party.

b. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To Client: County of Santa Barbara Human Resources
1226 Anacapa Street, Santa Barbara, CA 93101

To Aptitude Clinical: Aptitude Clinical Laboratories
125 Cremona Drive, Ste 100, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

11. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

12. Publicity. Both Parties agree that they shall not, without prior written consent of the other Party, in each instance use in advertising, publicity, or otherwise, the name, trade name, trademark, trade device, logo, seal, or simulation thereof owned by a Party. The content and timing of any public announcement including, but not limited to, any press release regarding the arrangements outlined under this Agreement, shall require the mutual agreement of the Parties.

13. Independent Contractor. It is mutually understood and agreed that Aptitude Clinical (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to Client and not as an officer, agent, servant, employee, joint venturer, partner, or associate of Client. Furthermore, Client shall have no right to control, supervise, or direct the manner or method by which Aptitude Clinical shall perform its work and function. However, Client shall retain the right to administer this Agreement so as to verify that Aptitude Clinical is performing its obligations in accordance with the terms and conditions hereof. Aptitude Clinical understands and acknowledges that it shall not be entitled to any of the benefits of a Client employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Aptitude Clinical shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Aptitude Clinical shall be solely responsible and save Client harmless from all matters relating to payment of Aptitude Clinical's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Aptitude Clinical may be providing services to others unrelated to the Client or to this Agreement.

14. Standard of Performance. Aptitude Clinical represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Aptitude Clinical shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Aptitude Clinical is engaged. Aptitude Clinical shall correct or revise any errors or omissions, at Client's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Aptitude Clinical without additional compensation.

15. Debarment and Suspension. Aptitude Clinical certifies to Client that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Aptitude Clinical certifies that it shall not contract with a subcontractor that is so debarred or suspended.

16. Taxes. Aptitude Clinical shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. Client shall not be responsible for paying any taxes on Aptitude Clinical's behalf, and should Client be required to do so by state, federal, or local taxing agencies, Aptitude Clinical agrees to promptly reimburse Client for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

17. Conflict of Interest. Aptitude Clinical covenants that Aptitude Clinical presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Aptitude Clinical further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Aptitude Clinical. Aptitude Clinical must promptly disclose to Client, in writing, any potential conflict of interest. Client retains

the right to waive a conflict of interest disclosed by Aptitude Clinical if Client determines it to be immaterial, and such waiver is only effective if provided by Client to Aptitude Clinical in writing.

18. Client Property and Information. All of Client's property, documents, and information provided for Aptitude Clinical's use in connection with the services shall remain Client's property, and Aptitude Clinical shall return any such items whenever requested by Client and whenever required according to the Termination section of this Agreement. Aptitude Clinical may use such items only in connection with providing the services. Aptitude Clinical shall not disseminate any Client property, documents, or information without Client's prior written consent.

19. Records, Audit, and Review. Aptitude Clinical shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Aptitude Clinical's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Client shall have the right to audit and review all such documents and records during Aptitude Clinical's regular business hours. In addition, if the Client's payment pursuant to this Agreement exceeds ten thousand dollars (\$10,000.00), Aptitude Clinical shall be subject to the examination and audit of the California State Auditor, at the request of the Client or as part of any audit of the Client, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Aptitude Clinical shall participate in any audits and reviews, whether by Client or the State, at no charge to Client.

If federal, state or Client audit exceptions are made relating to this Agreement, Aptitude Clinical shall reimburse all costs incurred by federal, state, and/or Client governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from Client, Aptitude Clinical shall reimburse the amount of the audit exceptions and any other related costs directly to Client as specified by Client in the notification.

20. Nondiscrimination. Client hereby notifies Aptitude Clinical that the County of Santa Barbara's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Aptitude Clinical agrees to comply with said ordinance.

21. Nonexclusive Agreement. Aptitude Clinical understands that this is not an exclusive Agreement and that Client shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Aptitude Clinical as the Client desires.

22. Non-Assignment. Aptitude Clinical shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Client and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

23. Termination.

a. **By Either Party For Convenience.** Either Party may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, each Party shall wind down and cease activities as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects from such winding down and cessation of services.

b. **By Client.** Client may, by written notice to Aptitude Clinical, terminate this Agreement in whole or in part at any time for nonappropriation of funds or because of the failure of Aptitude Clinical to fulfill

the obligations herein.

1. *For Nonappropriation of Funds.* Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then Client will notify Aptitude Clinical of such occurrence and Client may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, Client shall have no obligation to make payments with regard to the remainder of the term.
2. *For Cause.* Should Aptitude Clinical default in the performance of this Agreement or materially breach any of its provisions, Client may, at Client's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Aptitude Clinical shall immediately discontinue all services affected (unless the notice directs otherwise) and notify Client as to the status of its performance. The date of termination shall be the date the notice is received by Aptitude Clinical, unless the notice directs otherwise.

c. By Aptitude Clinical. Should Client fail to pay Aptitude Clinical all or any part of the payment set forth in EXHIBIT B, Aptitude Clinical may, at Aptitude Clinical's option terminate this Agreement if such failure is not remedied by Client within five (5) days of written notice to Client of such late payment.

d. Upon termination, Aptitude Clinical shall deliver to Client all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Aptitude Clinical in performing this Agreement, whether completed or in process, except such items as Client may, by written permission, permit Aptitude Clinical to retain. Notwithstanding any other payment provision of this Agreement, Client shall pay Aptitude Clinical for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Aptitude Clinical be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Aptitude Clinical shall furnish to Client such financial information as in the judgment of Client is necessary to determine the reasonable value of the services rendered by Aptitude Clinical. In the event of a dispute as to the reasonable value of the services rendered by Aptitude Clinical, the decision of Client shall be final. The foregoing is cumulative and shall not affect any right or remedy which Client may have in law or equity.

24. Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

25. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. Remedies Not Exclusive. No remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

27. Time Is of The Essence. Time is of the essence in this Agreement and each covenant and term is a condition herein.

28. No Waiver of Default. No delay or omission of Client to exercise any right or power arising upon the

occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to Client shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of Client.

29. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

30. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

31. Authority. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Aptitude Clinical hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Aptitude Clinical is obligated, which breach would have a material effect hereon.

32. Survival. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

33. Suspension for Convenience. Client's designated representative may, without cause, order Aptitude Clinical in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. Client shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written

**County of Santa Barbara Human Resources
Department- Client**

DocuSigned by:
Yvonne Torres
6C3DCA0C9D61437...
Signature: _____
Print Name: Yvonne Torres
Title: Assistant Human Resources Director
Date: 1/18/2022

Address for Notice: 1226 Anacapa Street
Santa Barbara, CA 93101
Attention: Yvonne Torres

Aptitude Clinical Laboratories

Qiang Gong
Signature: _____
Print Name: Qiang (Jackson) Gong
Title: Director
Date: 1/18/2022

Address for Notice:
Aptitude Clinical
125 Cremona Drive, Ste. 100, Goleta, CA 93117
Attention: Jackson Goong

EXHIBIT A

INFORMED CONSENT FOR COVID-19 TESTING

1. Consent and Authorization to Bill Insurance:

Visit Aptitude Clinical Laboratories [HERE](#) to provide insurance information.

I, the undersigned, hereby certify and attest that I or my minor child have received a COVID-19 Test from Aptitude Clinical. I authorize Aptitude Clinical to release my or my minor child's medical information to the insurance company listed above for the purpose of determining and receiving benefits for medical bills.

I understand and acknowledge that Aptitude Clinical will submit my claim to the insurance company on behalf of myself or my minor child. I further understand that I shall **not** be held responsible for any amount of my medical bills not covered by my insurance policy or claims; any such outstanding balances will be absorbed by Aptitude Clinical.

2. Description: The Aptitude Clinical COVID-19 Test is performed by Aptitude Clinical Laboratories ("Aptitude Clinical"). Aptitude Clinical is duly licensed, accredited and has a Clinical Laboratory Improvements Association ("CLIA") certificate to provide laboratory services. Aptitude Clinical is running a saliva-based molecular test authorized for diagnostic use (the "Aptitude Clinical COVID-19 Testing"), is registered with Laboratory Field Services ("LFS") for COVID-19 testing, has been approved by California Department of Public Health ("CDPH") COVID-19 Testing Task Force Lab List, and is submitting data to California Reportable Disease Information Exchange ("CalREDIE") as required by law. (42 CFR § 493.41; 17 CCR §§ 2500, 2505.)

3. Intended Purpose: The Aptitude Clinical COVID-19 Test is a nucleic acid amplification test (NAAT) designed to detect the genetic material of the SARS-CoV-2 (COVID-19) virus in a saliva sample. The County of Santa Barbara ("Client") is seeking to make the Aptitude Clinical COVID-19 Test available to staff during the COVID-19 public health emergency as one measure to help to prevent the spread of COVID-19 in accordance with CDC, CDPH, Cal/OSHA guidelines, and the County COVID-19 Testing and Vaccination policy.

4. Explanation of Test Results: Aptitude Clinical COVID-19 Test results will indicate as positive, negative, or invalid. I have had an opportunity to review the **FACT SHEET FOR PATIENTS** attached to this Informed Consent. Aptitude Clinical is duly licensed and authorized under applicable laws to perform and report the COVID-19 Testing for and on my behalf. I further understand that I have the opportunity to ask questions regarding the purpose, reliability, limitations, and risks and benefits of the COVID-19 Testing. I also understand that I should consult my usual healthcare provider after receiving my COVID-19 Testing results and should not undertake any treatment measures prior to consulting with my usual healthcare provider.

5. Consent to Collection and Authorized Use of My Test Sample: This test involves drooling saliva into a sample collection tube. I understand that there is minimal risk with collection of a saliva specimen. I acknowledge that the nature of the collection may cause slight discomfort. I hereby agree to have my lab sample collected solely for the purpose of Aptitude Clinical performing and reporting the results. With the exception of quality assurance testing by Aptitude Clinical using wholly de-identified patient samples in accordance with federal law, no other tests will be performed on my sample. I understand I have the right to refuse testing. I understand that no treatment, payment, enrollment, or eligibility for benefits will be conditioned on whether I authorize the collection and testing of my sample.

6. Consent and Authorized Release of My COVID-19 Testing Results: I hereby authorize the release of the results of the COVID-19 Test and my personal information related to the COVID-19 Test performed on my lab sample. This medical information may be used by Aptitude Clinical, and Client for the Intended Purpose as set forth in Section 2 of the Informed Consent. I also hereby authorize Client to access and use my personal information related to any Notice of a Positive Result to help prevent the spread of COVID-19 to the Client workforce and, as may be applicable, to the public served by Client, with the limitation that Client will keep confidential any Notice of Positive Result (including my related personal information) and use or disclose that information only as specifically authorized herein. Any information I share through social media or otherwise that set forth herein is shared voluntarily, and I release Aptitude Clinical, and Client from liability under the HIPAA and the CMIA for the information I share. I understand and agree that upon receiving the Notice of Positive Result, as hereby authorized by me, Client will, in its discretion, follow applicable CDC and public health authority guidance with respect to such information. I also understand and agree that Aptitude Clinical is required by law to release my COVID-19 Testing results to the applicable public health authority(ies).

I understand that I have the right to revoke this authorization, in writing, at any time. I understand that a revocation is not effective to the extent that any person or entity has already acted in reliance on my authorization or if my authorization was obtained as a condition of obtaining insurance coverage and the insurer has a legal right to contest a claim.

Signature of Individual who is 18 years or older / or
Parent/Legal Guardian on behalf of Individual who is not 18 years or older

Printed Name of Individual

Printed Name of Parent/Legal Guardian and Relationship to Individual

Date