

BINDING MEMORANDUM OF UNDERSTANDING
COVID-19 TESTING AGREEMENT

**Signal Diagnostics, a Flow Health Company,
CoVerify Health
And
California Charter Schools**

**CALIFORNIA CHARTER SCHOOLS
COVID-19 TESTING PROGRAM**

This **MEMORANDUM OF UNDERSTANDING** (this "**MOU**") is entered into on this ____ day of _____, 2020 (the "**Effective Date**") among **Signal Diagnostics, LLC, a Flow Health Company**, ("**Company**" or "**FLOWHEALTH**"), **CoVerify Health ("CVH")** and _____ ("**Client**"). The parties hereto are individually referred to as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Client has a need for **COVID-19 Testing** throughout its school system; and

WHEREAS, CVH has the capability of facilitating laboratory testing and coordinating ancillary services necessary for such testing, and the capability to assist **Client** in managing its **COVID-19 Testing** program throughout its school system; and

WHEREAS, Company has the testing facility, capability and laboratory staffing to provide such **COVID-19 Testing**; and

WHEREAS, Client desires to engage **CVH** to facilitate the laboratory testing, coordinate the ancillary services necessary for such testing, and provide certain management and consultant services to assist **Client** in managing its **COVID-19 Testing** program; and

WHEREAS, CVH desires to engage **Company** to provide clinical laboratory services to the **Client** for **COVID-19 Testing**; and

WHEREAS, Company desires to provide clinical laboratory services to the respective location(s) of the **Client** through **CVH** in said capacity; and

WHEREAS, the Parties hereto desire to enter into this **MOU**;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and for the mutual promises, terms, covenants and conditions contained herein, the parties, desiring to be legally bound, agree as follows:

1. **COVID-19 Testing:** **Client** (or **CVH** on **Client's** behalf) will arrange for the performance of **COVID-19 RT-PCR Saliva Testing ("COVID-19 Testing")**. **FLOWHEALTH** will be the laboratory performing the **COVID-19 Testing**. **FLOWHEALTH** is a California licensed, CLIA and Certified High Complexity Testing Laboratory.
 2. **Health Professional Participation:** **FLOWHEALTH** agrees that it will comply with all Federal, State and Local laws governing whether it is a requirement that a **Health Professional** is required in order to perform the **COVID-19 Testing** and all on-site sampling will be performed by licensed healthcare professionals where applicable. **CVH** shall arrange for the on-site sampling by licensed healthcare professionals where applicable.
 3. **Collection Kits and Logistics:** **Company** shall provide the supplies needed to collect specimens for **COVID-19 Testing** as well as pick-up and drop-off of the testing kits. **CVH** shall work with **Company** to facilitate the pick-up and drop-off of the testing kits on a schedule as mutually agreed to meet **Client's** testing needs.
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4. **Test Results:** **Company** represents that testing will be completed and results will be provided to the **Client** within 48 hours after arrival at **FLOWHEALTH**. **COVID-19 Testing** results, including any required Fact Sheets for the ordering **Professional** and test recipient, will be made available to the **Clients'** faculty, staff and parents of students as follows:

- (1) SMS notification will be sent to the respective faculty member, staff member or parent(s) of student advising that test results are available;
- (2) A HIPAA compliant web portal will be provided for the accessing of testing results;
- (3) Access to portal will be provided to school administration so that they may view the individual results for their particular facility; and
- (4) All data and results will be reported/provided to the local Department of Health.

FLOWHEALTH makes no representations regarding the use of **COVID-19 Testing** results or the results' role in the **Client's** or test recipient's decision making. Each of **Client** and **CVH** acknowledges that **Company** does not, and cannot, provide medical health care services or advice in the performance of any services or duties pursuant to this **MOU**. **Client** further acknowledges that **CVH** does not, and cannot, provide professional medical health care services or advice in the performance of laboratory testing or use of laboratory test results. For the avoidance of doubt, the determination of whether a test recipient should be permitted to return to the workplace or school, should quarantine, or should take any other action is solely within the **Client** or test recipient's independent policies or judgment.

5. **Laboratory Test Request and Order:** **CVH** will coordinate with licensed physicians and advanced practice providers, each qualified by law and commercially reasonable standards for the services they are performing (collectively, the "**Health Professionals**"), to evaluate each individual's eligibility for **COVID-19 Testing** and to order, or decline to order, **COVID-19 Testing** based on their independent professional judgment.
 6. **Data File:** **CVH** shall facilitate **Client** providing a data file to **Company** containing an alphabetical listing, by last name, file of all students, faculty and staff being tested to include date of birth, contact information including phone, address, email (if available) and insurance information prior to first date of testing. **CVH** shall have no access to the information in such data file, and is not acting as "business associate" to **Company**, as such term is defined by HIPAA.
 7. **Specimen Collection:** **Client** (or **CVH** on **Client's** behalf) shall be responsible for the arrangement of specimen collection.
 8. **CVH-Client Services Agreement:** The parties recognize and agree that the **Client** may complete certain statements of work, intake forms or other documents at the request of **CVH** to facilitate the provision of **CVH's** services to **Client** related to the **Client's COVID-19 Testing** program, including coordination of testing services, collection kit delivery and specimen pick up by **FLOWHEALTH**, completion of **Health Professional** orders for testing where applicable, provision of licensed health professionals for on-site sampling where applicable, testing program support, coordination with **FLOWHEALTH** for **Company** services, and other services.
 9. **COVID-19 Testing Fees for Insured Faculty and Staff:** Faculty and staff of **Client** who have active health insurance will not require pre-payment to **Company** for fees associated with testing. **CVH** may collect a service fee from **Client** in connection with its services related to testing program facilitation.
 10. **COVID-19 Testing Fees for Uninsured Faculty and Staff:** Faculty and staff of **Client** who have no active health insurance will submit an up-front payment of Fifty-Five Dollars (\$55.00) per test being performed. Such fees shall be submitted to and collected by **CVH**, and **CVH** shall submit any required up-front payment to **FLOWHEALTH** to guarantee the performance of testing services.
 11. **COVID-19 Testing Fees for All Students:** All students of **Client**, regardless of insurance coverage shall require an up-front payment of Fifty-Five Dollars (\$55.00) per test being performed. Such fees shall be submitted to and collected by **CVH**, and **CVH** shall submit any required up-front payment to **FLOWHEALTH** to guarantee the performance of testing services.
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12. **Pre-Payment by Client for COVID-19 Testing:** Client shall have the ability to prepay for as much testing, in advance, as they desire, through Client's service agreement with CVH.
 13. **Insurance Billing:** Company will be solely responsible to bill for all patients with insurance presenting for COVID-19 Testing through Client. Company shall also be solely responsible for collecting from each presenting patient's insurance and/or third-party payers for the COVID-19 Testing performed and resulted. Upon reimbursement to Company from insurance billed for each student tested, Client will be reimbursed by Company between Forty-Five Dollars (\$45.00) and Fifty-Five Dollars (\$55.00) for their pre-payment made. Reimbursement to Client by Company shall be paid by the last day of the month for collections received during the previous month. Neither CVH nor Client shall bill any insurance company or other third-party payer for testing services provided by Company.
 14. **Panel Ownership.** All COVID-19 Testing panels used are the property of FLOWHEALTH, and neither CVH nor Client has any claim to any information other than Client's claim to individual test results as applicable.
 15. **Confidential Information.** FLOWHEALTH now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Company Information"). FLOWHEALTH will be disclosing Company Information to Client during testing, all of which shall be treated as confidential.
 16. **FLOWHEALTH Property.** All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Client or CVH by FLOWHEALTH or which are developed in the process of performing services under this MOU, or embody or relate to those services, the FLOWHEALTH Information (as defined below), are the property of FLOWHEALTH, and shall be returned by Client or CVH as the case may be, to FLOWHEALTH promptly at FLOWHEALTH'S request. Neither CVH nor Client is granted any rights in or to such Materials, the FLOWHEALTH Information or the testing information, except as necessary to fulfill such party's obligations under this MOU or the CVH-Client services agreement. Neither CVH nor Client shall use or disclose the Materials or FLOWHEALTH Information to any third-party.
 17. **Protection of Client Information.** FLOWHEALTH agrees that at all times during or subsequent to the performance of the services, FLOWHEALTH will keep confidential and not divulge, communicate, or use Client Information, except as provided herein or as necessary to perform the COVID-19 Testing and related services under this MOU. FLOWHEALTH further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client Information from FLOWHEALTH's principal place of business, without Client's advance written consent.
 18. **Protection of CVH Information.** FLOWHEALTH agrees that at all times during or subsequent to the performance of the services, FLOWHEALTH will keep confidential and not divulge, communicate, or use CVH Information, except as provided herein or as necessary to perform the COVID-19 Testing and related services under this MOU. FLOWHEALTH further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, CVH Information from FLOWHEALTH's principal place of business, without CVH's advance written consent.
 19. **Representations.** CVH represents and warrants to Company and Client that (a) CVH has full power and authority to enter into this MOU including all rights necessary to make the foregoing commitments to FLOWHEALTH; that in performing under the MOU; and (b) CVH will not violate the terms of any agreement with any third-party. Client represents and warrants to Company and CVH that (a) Client has full power and authority to enter into this MOU including all rights necessary to make the foregoing commitments to FLOWHEALTH and CVH; that in performing under the MOU; and (b) Client will not violate the terms of any agreement with any third-party.
 20. **Entire Agreement.** This MOU constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. The parties agree that the terms and conditions of any CVH-Client services agreement shall be consistent with this MOU.
 21. **Amendment and Waivers.** Any term or provision of this MOU may be amended, and the observance of any term of this MOU may be waived, only by a writing signed by the party to be bound. The waiver by a party of
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any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

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Signature Page to Follow

IN WITNESS WHEREOF, the **Parties** hereto have executed this **Memorandum of Understanding** as of the day and year hereinbefore first written.

AS TO CVH

CoVerify Health LLC

BY: _____

Name: _____

Title: _____

Date: _____

AS TO FLOWHEALTH

Signal Diagnostics, LLC

BY: _____

Name: _____

Title: _____

Date: _____

AS TO CLIENT

BY: _____

Name: _____

Title: _____

Date: _____

Memorandum of Understanding
Signature Page

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CoVerify HEALTH
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California Charter Schools**
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