

AGREEMENT FOR SERVICES #5603

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"); and Avellino Lab USA, Inc., a Delaware Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1505 Adams Drive, Suite B2, Menlo Park, CA 94025, (hereinafter referred to as "Avellino" or "Contractor,") and Covid Dx LLC, a California Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 3912 Mossview Place, El Dorado Hills, CA 95762, (hereinafter referred to as "Covid Dx" or "SubContractor,") together, Avellino and Covid Dx, hereinafter shall be referred to as the "Parties";

RECITALS

WHEREAS, this Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Orders N-25-20, and N-33-20, guidance issued by the California Department of Public Health that includes the need to practice social distancing, and is directly related to that emergency and necessary for the preservation of public health and safety; and

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide COVID-19 reverse transcription polymerase chain reaction (RT-PCR) Molecular testing, supplies and results to manage the current severe acute respiratory syndrome coronavirus 2 of the genus Betacoronavirus (SARS-CoV-2) pandemic; and

WHEREAS, Avellino, has entered into agreement with Covid Dx , to provide SARS-CoV-2 specimen collection services ("Specimen Collection") to be submitted to Avellino for clinical testing on behalf of the County of El Dorado Health and Human Services Agency; and

WHEREAS, Avellino and Covid Dx each have represented to County that they are specially trained, experienced, expert and competent to perform their respective special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, Avellino has represented to County that it holds a valid and current California clinical laboratory license and Clinical Laboratory Improvement Amendments (CLIA) certificate and that their COVID- 19 RT-PCR Molecular Testing is Food and Drug Administration (FDA) Approved or has received FDA Emergency Use Authorization (EUA) and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the County and the Parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Avellino and Covid Dx are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, the County entered into Agreement 5137 with Covid Dx, LLC, to provide SARS-CoV-2 specimen collection services ("Specimen Collection") to be submitted to labs for clinical testing on behalf of the County of El Dorado Health and Human Services Agency. In early March 2021, HHSA was notified that Covid Dx, LLC has entered into contract with Avellino Lab USA, Inc., to provide Specimen Collection on behalf of Avellino. As a result of this contractual relationship, specimen collection and testing will be provided under this one new Agreement 5603 in which all compensation for the combined services will be invoiced by Avellino; therefore, Agreement 5137 with Covid Dx, LLC shall be terminated upon execution of Agreement 5603, and Agreement 5603 shall supersede the prior agreement with Avellino for Lab testing, Agreement 5078, in its entirety.

NOW, THEREFORE, County, Avellino, and Covid Dx each mutually agree as follows:

ARTICLE I

Scope of Services: Avellino and Covid Dx each shall provide to County the products and services necessary for SARS-CoV-2 testing including: specimen collection and laboratory diagnostic testing services and reporting as provided for in amount and manner detailed below. Any modifications, extension, or alterations to the Scope of Services shall be made in writing signed by the all parties:

- A. Covid Dx shall provide all necessary specimen collection supplies and services for testing pursuant to the terms of each order form, which includes but may not be limited to:
 - 1. Specimen collection (Testing) site Address
 - 2. Billing Address
 - 3. Number of tests anticipated
 - 4. Scheduled timing for client Testing/Specimen collection.

Covid Dx shall be responsible for providing the necessary supplies and personnel for the administration of Test/Specimen collection. ("**Specimen**").

- B. Scheduling: The site and hours of operation are to be mutually established between the County and Covid Dx. Request for scheduling of locations and hours for specimen collection may be submitted by verbal or written request on behalf of County at least 48 hours in advance of the date and time. The mutually agreed upon schedule will be confirmed by County and Covid Dx in writing.

Covid Dx contact information for scheduling of Specimen collection	
Email	CovidDx@gmail.com

C. The Parties warrant that:

1. All Tests shall be ordered and administered in accordance with the written instructions included in the Specimen collection packs provided by Avellino to Covid Dx at test site and in compliance with applicable federal, state, and local laws; and
2. Tests shall be administered only to individuals for whom a test requisition form is completed and executed through Avellino's proprietary WebApp system (the "**WebApp**"). County may assist Avellino and/or Covid Dx with verifying any information related to individuals being tested entered into WebApp.
3. Following the receipt of each specimen and corresponding patient information through WebApp, Avellino shall perform a diagnostic test of each specimen in its laboratories and deliver a patient report ("**Patient Reports**") via secure portal to the healthcare professional who ordered such Test as soon as practicable, targeted for within 48 hours after receipt at Avellino's lab.
4. County will promptly assist Avellino and/or Covid Dx to verify any information related to individuals being tested entered into WebApp, including:
 - a. Demographic and identification information that is necessary for proper government health authority reporting requirements under applicable laws.
 - b. Insurance information that is necessary for Avellino to properly submit claims for and receive reimbursement.
5. Notwithstanding the foregoing, County agrees and acknowledges that:
 - a. The availability to provide specimen collection is subject to the availability of certain supplies with respect to the specimen collection packs or underlying laboratory testing, and
 - b. The Parties each make no guarantee with respect to the testing date or delivery date of the Patient Reports.
 - c. Avellino shall use laboratory testing method meeting the following specifications:
 - i. COVID-19 RT-PCR Molecular Testing (SARS-CoV-2) with 90% turnaround time of 36 hours.
 - ii. Polymerase chain reaction (PCR) Testing Sensitivity of 97%.
 - iii. PCR Testing Specificity of 100%.
6. Avellino shall submit claims to patient insurance for the combined Services.
7. Avellino shall invoice County only for tests not reimbursed by patient insurance.
8. Reporting:
 - a. Avellino shall report data to the California Reportable Disease Information Exchange (CalREDIE) via Electronic Laboratory Reporting (ELR)
 - b. Avellino shall comply with any federal, state, or local reporting requirements relating to the result of any laboratory testing conducted under this Agreement relating to COVID-19.
 - c. Avellino shall provide cost information to support County reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall continue for a period of one (1) year. Thereafter, this agreement shall automatically renew for a subsequent one (1) year period, up to a maximum of two (2) additional one-year periods, unless

terminated earlier pursuant to the provisions contained herein this Agreement under the Article(s) titled "Default, Termination, and Cancellation" or "Fiscal Considerations."

ARTICLE III

Compensation for Services: All compensation for agreed upon products and services provided under this Agreement shall be billed only by Avellino. Avellino is solely responsible for payment to Covid Dx for services provided herein this Agreement.

This Agreement may be funded by COVID-19 Emergency Funding, including but not limited to, Coronavirus Aid, Relief, and Economic Security Act (CARES), Federal Emergency Management Agency (FEMA), or County of El Dorado Public Health Realignment.

A. Rates:

Avellino shall bill third party insurance for each patient tested.

In the event insurance billing is not successful, Avellino may bill County for those costs in the amounts listed below:

Description	Rate per Unit or Service
Lab Testing Kit and Diagnostic Test Services	\$75.00
Specimen Collection Services	\$40.00

B. County may provide reasonable cooperation to Avellino in connection with any billing matters including insurance companies, Medicare, and Medicaid.

C. Invoices: It is a requirement of this Agreement that Avellino, shall submit an original itemized invoice, similar in content and format similar in content and format with "Invoice Template," incorporated herein and made by reference a part hereof and available as a fill-able form via the website:

https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Avellino’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p style="text-align: center;">PHinvoice@edcgov.us</p> <p>Please include in the subject line: "Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, County agrees to pay Avellino upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

D. Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$3,150,000.00.

In the event that either or both of the Parties fails to deliver the documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XIV, titled "Default, Termination, and Cancellation." In no event shall County be obligated to pay Avellino for any amount above the Maximum Obligation of this Agreement.

ARTICLE IV

Federal Funding Notification:

A. DUNS Number, and System for Award Management: As a government agency responsible for the administration of Federal funding, County has an obligation under Title 12, Subtitle A, Chapter 1 Part 180 of the Code of Federal Regulations to ensure those contractors receiving federal funds are not debarred or suspended. Therefore, Avellino is required to obtain and maintain an active DUNS number, as well as an active registration in the System Award Management (SAM.gov). Noncompliance with these two requirements shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under Article XIV, "Default, Termination, and Cancellation" or Article XII, "Fiscal Considerations."

1. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. Avellino must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/SAM/>. If County cannot access or verify "Active" status the DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Avellino's data entry for its DUNS number, the Avellino must immediately update the information as required.

B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Catalog of Federal Domestic Assistance (CFDA) number at the time the contract is awarded. The following are CFDA numbers, award specific information, and program titles for programs administered by the County that may apply to this contract, including but not limited to the following:

Subrecipient Information		
Subrecipient:	Avellino Lab USA, Inc.	DUNS #: 078542286
Subaward Term:	Upon execution for one (1) year with up to two one(1) year renewals	EIN #:
Total Federal Funds Obligated: \$3,150,000.00		

Subrecipient Information			
Federal Award Information			
CFDA Number	Federal Award ID Number (FAIN)	Federal Award Date / Amount	Program Title
21.019			Coronavirus Aid, Relief, and Economic Security Act
97.036			Federal Emergency Management Agency
Project Description:	COVID-19 reverse transcription polymerase chain reaction (RT-PCR) Molecular testing, supplies and results to manage the current Severe acute respiratory syndrome coronavirus 2 of the genus Betacoronavirus (SARS-CoV-2) pandemic;		
Awarding Agency:			
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: _____	De minimus <input checked="" type="checkbox"/>	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Award is for Research and development.	

ARTICLE V

Audits, Compliance, and Monitoring:

- A. The Parties each, as applicable, shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Either of the Parties receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from Avellino until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by Avellino be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, each of the Parties, as applicable, shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article XIV, titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE VI

Assurance of Compliance: The Parties shall each comply with Exhibit A, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. The Parties shall acknowledge compliance by signing Exhibit A, attached hereto.

In the event any Medicare and/or Medicaid laws, rules, regulations or payment policies; or any rules or policies of any third party payer; or any other Federal, state or local law, rule, regulation or policy; or any interpretation thereof at any time during the Term of this Agreement is modified, implemented, threatened to be implemented, or determined to prohibit or in any way materially change the method or amount of reimbursement or payment for services under this Agreement, or by virtue of the existence of this Agreement has or will materially affect the ability of the Parties or County to engage in any commercial activity on terms at least as favorable to the County and the Parties as those reasonably attributable as of the date hereof (all of the foregoing being hereinafter collectively referred to as "Changes," and individually, a "Change"), then the County and the Parties to this Agreement shall negotiate in good faith to amend this Agreement to provide for payment of compensation hereunder, while at the same time preserving the economic expectations of the Parties to the greatest extent possible in a manner consistent with any such Change(s). All amendments to this Agreement necessitated by such Change(s) must be mutually agreed to by both the County and the Parties in writing. If such agreement cannot be reached within 30 days or such timeframe as required by the Change, then either Party may terminate this Agreement by written notice to the other Parties.

ARTICLE VII

Taxes: The Parties each certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed to County. The Parties each agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the County and each of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the County the Parties hereto.

ARTICLE IX

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, the Parties shall act as contractor only to County and shall not act as a contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with the Parties' responsibilities to County during term hereof.

ARTICLE X

Assignment and Delegation: Avellino and Covid Dx each is engaged by County for its unique qualifications and skills as well as those of its personnel. The Parties shall not subcontract,

delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event either of the Parties receives written consent to subcontract services under this Agreement, the Party is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, the Party is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

ARTICLE XI

Independent Contractor/Liability: The Parties are each, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. The Parties each exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

The Parties each shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to the Parties or its employees.

ARTICLE XII

Fiscal Considerations: The County and each of the Parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Audit by California State Auditor: The Parties each acknowledge that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, the Parties shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within thirty (30) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
- B. Prior to the renewal of each annual term, the County, Avellino or Covid Dx may give the other written notice of termination at least thirty (30) days prior to expiration of the then-current Term without cause.
- C. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- D. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of either of the Parties
- E. **Ceasing Performance:** County may terminate this Agreement in the event Avellino and/or Covid Dx ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- F. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Avellino and/or Covid Dx, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Avellino and/or Covid Dx shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XV

Notice to Parties: All notices to be given by the County and the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Avellino shall be addressed as follows:

AVELLINO LAB USA, INC.
1505 Adams Drive, Suite B2
Menlo Park, CA 94025
ATTN: Chief Executive Officer

or to such other location as Avellino directs.

All Notices to Covid Dx shall be addressed as follows:

COVID DX, LLC
3912 Mossview Place
El Dorado Hills, CA 95762
ATTN: Chief Operating Officer

or to such other location as Covid Dx directs.

ARTICLE XVI

Change of Address: In the event of a change in address for either of the Parties' principal place of business, the Parties' Agent for Service of Process, or Notices to the Parties, as applicable, the Parties shall notify County in writing pursuant to the provisions contained in this Agreement under the Article XIV, titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Indemnity: To the fullest extent permitted by law, Avellino and Covid Dx each shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the gross negligent acts or omissions of Avellino and Covid Dx each or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Avellino and Covid Dx each to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Parties in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Parties each must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Parties of its indemnification obligations.
- B. The Parties, promptly after receiving notice thereof, shall each immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

ARTICLE XIX

Insurance: The Parties each shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that the Parties each maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Avellino or Covid Dx as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Avellino or Covid Dx in the performance of the Agreement.
- D. In the event Avellino or Covid Dx is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. The Parties shall each furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. The Parties each agree that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Parties each agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and The Parties each agree that no work or services shall be performed prior to the giving of such approval. In the event Avellino or Covid Dx fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Each Parties' insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Parties' insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Parties shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. The Parties' obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event either of the Parties cannot provide an occurrence policy, Applicable Party shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Avellino and/or Covid Dx under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Contractor: Avellino and Covid Dx each covenants that Avellino and/or Covid Dx presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Avellino and Covid Dx each further covenants that in the performance of this Agreement no person having any such interest shall be employed by Avellino and/or Covid Dx.

ARTICLE XXII

Conflict of Interest: The County and each of the Parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Avellino and Covid Dx each attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Avellino and/or Covid Dx relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article XIV in the Agreement, titled "Default, Termination and Cancellation".

ARTICLE XXIII

County agrees that to the extent it or any of its employees or contractors accesses or uses the Avellino WebApp Platform, such access or use shall be governed by the Avellino Terms and Conditions of Use, available at <https://www.avellinocoronatest.com/terms/> (the "Terms") and the Genetic Data and Usage Policy, available at <https://www.avellinocoronatest.com/data/> (the "Data Policy"), which sections shall be incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Terms and the Data Policy, the terms of this Agreement shall control.

ARTICLE XXIV

Nondiscrimination:

- A. County may require the services of Avellino and/or Covid Dx on projects involving funding from various state and/or federal agencies, and as a consequence, Avellino and Covid Dx each shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Avellino and Covid Dx each and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Avellino and Covid Dx each shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and

made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Avellino and Covid Dx each and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Avellino and/or Covid Dx each shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Both Avellino and Covid Dx's signatures shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

California Residency (Form 590): If Avellino and/or Covid Dx is a California resident, Avellino and/or Covid Dx must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Avellino will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Avellino during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXVI

Nonresident Withholding: If either Party is not a California resident, the applicable Party shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Party during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. The Parties shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIX

Licenses: Avellino and Covid Dx each hereby represents and warrants that each of the Parties and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for each of the Parties and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Each of the Parties and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Olivia Byron-Cooper, Acting Assistant Director, Public Health Division, Health and Human Services Agency, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

The County and The Parties agree that any legal dispute or controversy covered by or related to this Agreement, or arising out of, relating to, or concerning the formation, scope, validity, enforceability or breach of this Agreement, shall be resolved by final and binding arbitration in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (“**JAMS Rules**”) then in effect, and not by court or jury trial, to be held (unless the Parties agree in writing otherwise) in El Dorado County, California. The arbitrator shall be an attorney experienced in arbitrating relevant disputes or a retired judge. The JAMS Rules may be found at www.jamsadr.com. If for any reason JAMS will not administer the arbitration, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. All claims in arbitration are subject to the same statutes of limitation that would apply in court. Discovery will be conducted in accordance with the JAMS Rules. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. The arbitrator’s decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator’s decision in any court having jurisdiction. Each Party shall have the right to be represented by legal counsel at any arbitration proceeding. Each Party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in

accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXXV

HIPAA Compliance and Confidentiality:

- A. HIPAA Compliance: All data, together with any knowledge otherwise acquired by the Parties during the performance of services provided pursuant to this Agreement, shall be treated by the Parties and the Parties' staff as confidential information. The Parties shall not disclose or use, directly or indirectly, at any time, any such confidential information. If either of the Parties receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Parties shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.
- B. Confidentiality:
1. All Information (as defined below) received or obtained by a Party (the "**Receiving Party**") shall be held in confidence by the Receiving Party;
 2. Receiving Party shall not either directly or indirectly disclose any of Information of the Disclosing Party (as defined below) to any third party (except to its attorneys, advisors, or current or prospective investors, lenders or acquirers, provided that such third parties are bound by confidentiality obligations offering no less than the same protections to those in this Section B), "Confidentiality" and Article XXXVII, "Intellectual Property;"
 3. The Receiving Party shall not copy or otherwise use, except in connection with the performance of this Agreement, any Information of the Disclosing Party without the prior written consent of the disclosing Party (the "**Disclosing Party**"), unless any such Information (i) is known or becomes known to the public in general (other than as a result of a breach of this Agreement by the Receiving Party), or (ii) is or has been made known or disclosed to the Receiving Party by a third party without a breach of any confidentiality obligations by such third party. For purposes of this Agreement, "**Information**" means any and all information or material, whether oral, visual, in writing or in any other form that, at any time before, on or after the Effective Date, has been or is provided, communicated or otherwise made known to the Receiving Party by or on behalf of the Disclosing Party pursuant to this Agreement. The County and each of the Parties acknowledge and agree that the Disclosing Party shall retain its rights in all of its Information. The foregoing obligations of confidentiality and non-use shall not apply to information that the Receiving Party must disclose pursuant to this Agreement or to applicable law, provided that the Receiving Party provides the Disclosing Party with reasonable written notice of the Receiving Party's intent to disclose such information.
 4. County agrees and acknowledges that, on or after the Effective Date, the Parties may publicly disclose (whether through press releases, postings on the Parties' website(s) or

otherwise) the fact that the Parties have entered into this Agreement only with the County's consent.

5. Notwithstanding the foregoing, County agrees and acknowledges that (i) the Parties may have an obligation to report the results of the Tests and the Patient Reports to government health authorities, e.g., the United States Centers for Disease Control and Prevention and the California Department of Public Health, in accordance with applicable federal, state, and local laws or regulations, (ii) County has been informed of, and is aware of, such obligations and (iii) County authorizes the Parties, and will obtain the consent of Individuals, to make any such disclosures (to the extent required under applicable law).
6. County further agrees and acknowledges to maintain and require healthcare professionals to maintain confidentiality relating to the operation and use of WebApp, including, but not limited to, WebApp user credentials provided to County, documentation in any form, and/or training materials in any form. County shall further follow and shall require healthcare professionals to follow instructions for the use of WebApp as required by Avellino, including, but not limited to, not sharing user credentials with anyone else without prior written consent by Avellino, changing procedures for the use of WebApp as deemed necessary at the sole discretion of Avellino, and utilizing paper test requisition forms only as deemed necessary at the sole discretion of the Avellino. County shall also cooperate with reasonable requests from Avellino regarding the WebApp process, including, but not limited to, any information relating to the operation of WebApp, any improvements thereto, and any release of versions of WebApp. County shall report to Avellino any breach of security relating to WebApp, including, but not limited to, access of any user credentials to any individual not authorized by Avellino to use said user credentials.

ARTICLE XXXVI

Federal Provision: As a condition of the Parties performing services for the County of El Dorado, the Parties shall acknowledge that FEMA financial assistance may be used to fund a portion of this Agreement and will adhere to the following Federal Provisions with Exhibit B "FEMA", attached hereto, incorporated by reference herein, and thus made a part hereof.

The Parties shall comply with all applicable federal law; regulations; executive orders; and FEMA policies, procedures, and directives.

The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to County, Contractor, SubContractor or any other party pertaining to any matter resulting from this Agreement.

ARTICLE XXXVII

Intellectual Property:

All rights and title in any and all data, discoveries, inventions, software, systems, either patented or not, trademarks and all other intellectual property rights acquired or held by The County and each of the Parties before the Effective Date or during the performance of this Agreement, in relation to the assets or rights related to the business arrangement created under this Agreement shall continue to be in the ownership of the original holder of such intellectual property rights, and nothing in this Agreement shall be construed or understood as providing any assignment, license, charge or encumbrance over such intellectual property rights.

ARTICLE XXXVIII

Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXXIX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the County and each of the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

In the event of a conflict between this Agreement and Exhibit B, attached hereto and incorporated by reference herein, Exhibit B shall prevail.

**Requesting Contract Administrator
Concurrence:**

By: Olivia Byron-Cooper May 3, 2021 11:08 PST
Olivia Byron-Cooper
Acting Assistant Director
Public Health Division
Health and Human Services Agency

Dated: 05/03/2021

Requesting Department Head Concurrence:

By: Don Semon May 3, 2021 11:48 PST
Donald Semon, Director
Health and Human Services Agency

Dated: 05/03/2021

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(CM)


IN WITNESS WHEREOF, the County and each of the Parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5-18-21

By: 
John Hidahl, Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5-18-21

-- CONTRACTOR / SUBCONTRACTOR --

AVELLINO LAB USA, INC.

A DELAWARE CORPORATION

Approved by Liz Puwall

Initials: LP


By: 
James Mazzo (May 4, 2021 09:47 PDT)
Jim Mazzo, President and CEO
"Contractor"

Dated: 05/04/2021

By: 
Cyril Allouche (May 4, 2021 10:57 PDT)
Cyril Allouche
Chief Financial Officer

Dated: 05/04/2021

COVID DX, LLC

By: 
Joe Irwin (May 4, 2021 16:22 PDT)
Joe Irwin, President
"SubContractor"

Dated: 05/04/2021

EXHIBIT A

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT: Avellino Lab USA, Inc. and Covid Dx, LLC

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Address of vendor/recipient



Date: 05/04/2021	Date: 05/04/2021
Signature:  <small>James Mazza (May 4, 2021 16:22 PDT)</small>	Signature:  <small>Joe Klem (May 4, 2021 16:22 PDT)</small>
Avellino Lab USA, Inc	Covid Dx, LLC
1505 Adams Drive, Suite B2	3912 Mossview Place
Menlo Park, CA 94025	El Dorado Hills, CA 95762

EXHIBIT B

FEMA Federal Provisions

A. Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT B

**FEMA
Federal Provisions**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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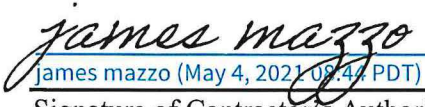
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EXHIBIT B

**FEMA
Federal Provisions**

The Contractor, **Avellino lab USA, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


James Mazzo (May 4, 2021 08:47 PDT)

05/04/2021

Signature of Contractor's Authorized Official

Date

Jim Mazzo, President and CEO

Printed Name and Title of Contractor's Authorized Official

The Contractor, **Covid Dx, LLC** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Joe Irwin (May 4, 2021 16:22 PDT)

05/04/2021

Signature of Contractor's Authorized Official

Date

Joe Irwin, President

Printed Name and Title of Contractor's Authorized Official

D. Access to Records.

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

E. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.