




**Jimmy H. Baker**  
CHANCELLOR

**MEMO 2020-EXE-072**

DATE: August 10, 2020

TO: Presidents, Alabama Community College System  
Presidents' Assistants, Alabama Community College System

FROM: Jimmy H. Baker, Chancellor 

RE: Participation in UAB GuideSafe™ COVID-19 Testing Services

Thank you for your continued hard work, dedication, and cooperation as we prepare for the Fall 2020 semester. As we discussed during the Presidents Meeting on August 5, 2020, the ACCS has agreed to participate in the University of Alabama – Birmingham's (UAB's) GuideSafe™ COVID-19 Testing Services. Attached for your review is the Memorandum of Understanding (MOU) between the System and UAB. The following guidance is intended to assist your colleges in preparations for the testing of employees and students.

**UAB GUIDESAFE™ TESTING IN TWO PHASES**

The UAB GuideSafe™ Platform identifies two separate components of COVID-19 testing: 1) Phase One involves the testing of credit seeking students upon reentry; and, 2) Phase Two involves Sentinel (Randomized) testing of students and employees throughout the Fall 2020 semester.

**PHASE ONE: UAB GUIDESAFE™ PLATFORM ENTRY LEVEL TESTING OVERVIEW:**

**Test Group:** Residential Students  
**How Often:** One time  
**Participation:** Required, with very limited exceptions.  
**When:** The Phase One Test Group must test either prior to reentry or within 14 day of reentry.  
**Process:** Members of the Phase One Test Group will receive an informational email from UAB GuideSafe™ that will require them to register for the COVID-19 test. During the registration process, students may select a testing site from a list of sites. The COVID-19 test results will be sent to the individual student and college's designated representative.



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**PHASE TWO: SENTINEL (RANDOMIZED) TESTING OF STUDENTS AND EMPLOYEES:**

After Phase One has been completed by the UAB GuideSafe™ Platform, colleges will transition to Phase Two – randomized testing of students and faculty each week.

- Test Group:** On campus students and employees  
**How Many:** Up to 4%  
**How Often:** Each week  
**How Identified:** Each week, ACCS System Office will utilize Banner software to select the Test Group in a manner that is equitable, non-biased and confidential. Due to the nature of randomization, it is possible that a student or employee may be selected more than once.
- Participation:** Encouraged but not required. Members of the Test Group may opt out of testing with no penalty.
- Process:** Much like Phase One, members of the Test Group will receive an information email from UAB that will request registration.

**College's Responsibility:** By August 12, 2020 each college must provide the name of a single point of contact to Rachel Adams at [rachel.adams@accs.edu](mailto:rachel.adams@accs.edu).

**PUBLIC RELATIONS STATEMENTS RELATED TO UAB GUIDESAFE™:**

In all communications, colleges are required to use language as outlined in the MOU by referring to UAB as the provider of the Testing Services. The following statement should be used in all communications, **“Testing Services are part of the UAB GuideSafe™ Platform, powered by UAB.”** Any questions concerning public relations and/or communications assistance, as it relates to ACCS participation, should be directed to Rachel Adams, ACCS Communications and Marketing Administrator, at [rachel.adams@accs.edu](mailto:rachel.adams@accs.edu) or 334-293-4651.

Additionally, the UAB GuideSafe™ Platform has prepared messaging for emails to students concerning testing as part of the participation process. This information will be transmitted between UAB and the students.



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**TRAVEL RELATED COSTS FOR STUDENTS/FACULTY/STAFF RELATED TO PARTICIPATION:**

It is reasonable to reimburse Phase One and Two participants for their roundtrip mileage between their designated campus or instructional site to the closest testing site. Reimbursement should only occur when the college fleet vehicles are not available. Residential students seeking reimbursement must choose the testing site closest to their residential campus to be eligible for reimbursement. Should the availability of on-site testing become available in the near future to accommodate our residential students then amendments to this policy are to be expected.

Participants seeking reimbursement must follow the college's policy and procedures for travel related expenses and approvals. Additionally, participants electing to participate in sentinel testing should seek tests from the closest testing site to their location (whether home base or college base). Employees will not be required to submit sick, personal, and/or annual leave to participate in testing.

**POSITIVE TEST RESULTS RELATED TO PARTICIPATION:**

Given the nature of statewide testing platforms and the unpredictability of rising case counts, we expect some participants will test positive during the testing period. Colleges are to follow previous issued guidance in *MEMO-EXE-065*.

Finally, as a reminder, should students exhibit signs of communicable illness, we encourage those students to seek medical care and return to classes when no longer symptomatic. Colleges should follow their Fall 2020 Plans to ensure alternative delivery options for students unable to return to classes.

**We have scheduled a Zoom meeting on August 11, 2020, 9:00 am, to share further information about this initiative and to answer your questions. The login information will be included in the email to you.** Following tomorrow's Zoom meeting, questions should be directed to Rachel Adams, ACCS Communications and Marketing Administrator, at [rachel.adams@accs.edu](mailto:rachel.adams@accs.edu) or 334-293-4651.

Testing locations and services are subject to the availability of CARES Act funding allocated to GuideSafe™

Thank you for the work that you do to support our colleges, our students, and our state.

Jimmy H. Baker  
Chancellor

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Attachments (3):      Memo EXE-065  
                                 MOU between UAB and ACCS  
                                 Testing Communications Template

**TESTING SERVICES AGREEMENT (“AGREEMENT”)  
(Alabama Educational Institutions)**

“Institution” <i>(insert full legal name of other contracting entity)</i>	Alabama Community College System
“UAB”	The Board of Trustees of the University of Alabama for The University of Alabama at Birmingham (a constitutionally created public corporation of the State of Alabama)
“Effective Date”	The date of the last signature appearing below the signatures on this summary and signature page.
“Term”	From the Effective Date and automatically terminates on the first anniversary of the Effective Date, unless terminated earlier in accordance with Exhibit A: Section 2.1 or 2.2 or unless extended by written agreement of the Parties.

**Recitals**

1. UAB has received funding provided under the Coronavirus Aid, Relief and Economic Security Act of 2019/2020 (“CARES Act”) to facilitate the collection of COVID-19 testing as well as result notifications (the “Testing Services”) for schools and academic institutions located within the State of Alabama to assist such schools and institutions with reopening their academic institutions in August of 2020.
2. Institution wishes to have access to and utilize the Testing Services provided by and through UAB.

**Agreement**

Institution and UAB shall each be referred to in this Agreement individually as a “Party” and collectively as the “Parties”. The Parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is comprised of the following: (i) this summary and signature page, (ii) Exhibit A: General Terms and Conditions; (iii) Exhibit B: Re-entry Testing Services Protocol; (iv) Exhibit C: Sentinel Testing Services Protocol; and (v) Exhibit D: Authorized Institution Designee(s).

<b>UAB:</b>	<b>INSTITUTION:</b>
DocuSigned by: By: <u>Stephanie Mullins</u> Name: Stephanie Mullins Title: UAB Chief Financial Officer and Treasurer Date: 8/5/2020	By: <u>Jimmy H. Baker</u> Name: Jimmy H. Baker Title: Vice President for Financial Affairs of The Date: 8/4/2020
<b>Address For Notices:</b>	<b>Address For Notices:</b>
University of Alabama at Birmingham University Procurement 801 Financial Services Building 801 5th Avenue South Birmingham, AL 35233  With a copy to: UAB Office of Counsel 701 20 <sup>th</sup> Street South, AB 820 Birmingham, AL 35233 or: 1720 2 <sup>nd</sup> Avenue South, AB 820 Birmingham, AL 35294	Alabama Community College System 135 South Union Street Montgomery, AL 36130

**TESTING SERVICES AGREEMENT: ALABAMA EDUCATIONAL INSTITUTIONS  
EXHIBIT A: GENERAL TERMS AND CONDITIONS**

**SECTION 1: PROVISION OF TESTING SERVICES:**

1.1 SCOPE OF WORK. UAB agrees to provide to Institution certain Testing Services as requested by Institution. Attached Exhibits B and C set forth the applicable protocols for the Testing Services (re-entry and sentinel) that may be deployed. UAB or its contractors will obtain appropriate consents for the Testing Services provided by UAB or its contractors, as required under applicable law. All results of the Testing Services will be collected and stored in a HIPAA compliant secure cloud environment. All Testing Services results will be provided to the individual tested, to the Institution and to the applicable state department of public health or local health department (collectively, "Health Department") in accordance with legal requirements. UAB will provide the Testing Services results through a secure method of transmission, which UAB may change upon reasonable notice to Institution. UAB will provide the Testing Services results to Institution in accordance with instructions received by one or more authorized Institution designees (the "Authorized Institution Designee(s)"). Institution may change the identity of the Authorized Institution Designee(s) at any time, provided it notifies UAB in accordance with the terms of this Agreement of the designated change. The contact details of the initial Authorized Institution Designee(s) are set forth on attached Exhibit D. UAB shall provide Institution with a user guide or similar documentation relating to the implementation of the Testing Services (the "Documentation").

1.2 COMPLIANCE WITH LAWS. UAB and Institution shall comply with all applicable federal, state and local laws, ordinances and regulations.

1.3 DELAY. UAB shall promptly inform Institution after becoming aware of an event that is expected to delay UAB's performance under this Agreement and shall notify Institution of the steps it is taking to minimize its effect on UAB's ability to perform under this Agreement. The COVID-19 pandemic is a novel disease and the Testing Services have never been provided before on this scale. UAB's performance hereunder may, therefore, be delayed or modified given such uncertainty in COVID-19's impact as well as in performing the Testing Services. UAB cannot guarantee the availability of testing resources. UAB shall use reasonable efforts to expedite its performance under this Agreement.

1.4 INSTITUTION OBLIGATIONS. Institution shall (a) provide UAB with a list of its students and/or employees eligible for the Testing Services; (b) undertake such actions as described herein as well as in Exhibits B and/or C (as applicable); and (c) undertake such other actions as reasonably necessary or useful for UAB to provide the Testing Services as well as such actions, including, but not limited to, providing reports reasonably necessary to enable UAB to comply with its obligations under the CARES Act.

1.5 RESTRICTIONS ON USE. Institution shall only use the Testing Services for the internal needs of Institution's business. Institution shall not (a) provide, transfer, sell, rent, lease, sublicense, distribute, or assign the Testing Services to any other person, or (b) permit the use of or access to the Testing Services other than by its authorized users.

1.6 DISCLAIMERS AND NO WARRANTIES. Institution assumes all risk of use. The Testing Services are provided "as is" and with all faults, and the entire risk as to satisfactory quality, performance, accuracy and effort is with Institution. UAB expressly excludes (i) any warranty or condition that the Testing Services or Documentation are error free, and (ii) any and all warranties or conditions of merchantability, quality, noninfringement, and fitness for a particular purpose.

**SECTION 2: CARES ACT FUNDING; TERMINATION:**

2.1 CARES ACT FUNDING. UAB has received funding provided under the CARES Act, and is able to provide the Testing Services without payment to UAB for the Testing Services. However, performance by UAB is dependent on the continued availability of the CARES Act funding. If such funding ceases or is no longer available for use in

connection with the Testing Services to be provided, UAB may terminate this Agreement without further obligation hereunder on five (5) days written notice to Institution.

2.2 TERMINATION. Each Party may terminate this Agreement at any time by giving thirty (30) days written notice to the other Party.

2.3 EFFECT OF EXPIRATION OR TERMINATION. Upon the expiration or earlier termination of this Agreement, UAB shall provide Institution promptly with a copy of all Institution's data in UAB's possession.

### **SECTION 3: DATA; FERPA; DATA SECURITY:**

3.1 OWNERSHIP OF INSTITUTION DATA. The Parties agree and acknowledge that any data provided by Institution to UAB in connection with the Testing Services shall remain the exclusive property of Institution. Other than with a contractor engaged by UAB to assist it with the operation of the Testing Services, UAB will not share any data obtained from Institution, or any services created by UAB with the use of Institution data, with other entities, for any reason, without first obtaining express, written consent from Institution authorizing such specific disclosure; provided, however, that UAB may share such data with the applicable Health Department or such other parties as required by law.

3.2 FERPA: UNIVERSITY OFFICIAL. To the extent that personally identifiable information regarding any student of Institution is shared with UAB pursuant to this Agreement, Institution agrees that, for purposes of the Family Educational Rights and Privacy Act, 34 CFR § 99.31(a)(1)(i)(A) ("FERPA"), both UAB and its authorized contractor(s) will be considered a University Official with a legitimate educational reason to have access to limited personally identifiable information from student records. UAB agrees to abide by relevant privacy laws, including, but not limited to, the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA. UAB further agrees to obligate its authorized contractors, assisting with the provision of the Testing Services with access to the personally identifiable information contemplated herein, to comply with FERPA and other relevant privacy laws.

3.3 DATA SECURITY. With respect to all Institution data received by UAB pursuant to this Agreement, UAB agrees to (i) develop, implement, maintain and use appropriate administrative, technical, virtual and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted personally identifiable data received from, or on behalf of, Institution related to Institution's authorized users of the Testing Services, (ii) hold the data in strict confidence, (iii) protect the data no less rigorously than it protects its own confidential information, (iv) only share the data with those individuals who have a legitimate need to access it for the purpose of assisting UAB to fulfil its obligations to Institution under this Agreement, (v) not use or disclose the data except as otherwise permitted or required by this Agreement or by law, or as otherwise authorized in writing by Institution, and (vi) comply with all applicable law and regulations regarding the storage and use of the data, including, but not limited to, those which require the implementation of reasonable security measures, an appropriate disposal of records, and the conduct of a prompt and good faith investigation of potential breaches of security.

3.4 ALABAMA BREACH NOTIFICATIONS ACT COMPLIANCE. To the extent that UAB maintains, stores, processes or is otherwise permitted access to any data stored electronically or digitally on any computer system or other database containing the *Sensitive Personally Identifying Information* of any Alabama resident in connection with UAB's provision of Testing Services to Institution, UAB, as third-party agent, agrees to comply with all applicable aspects of the Alabama Data Breach Notification Act of 2018, codified at *Ala. Code §§8-38-1, et. seq.*, and agrees to provide information to the Institution so that it can comply as a covered entity with its notice requirements under the act.

3.5 UAB'S CONTRACTORS. UAB agrees that all contractors engaged by UAB that will have access to Institution's data will be subject to the same terms and conditions and requirements set forth in Sections 3.2, 3.3 and 3.4 above.

3.6 HIPAA COMPLIANCE. Institution agrees that it will not share any data with UAB that is deemed to be Protected Health Information covered under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

**SECTION 4: INSURANCE; LIABILITY:**

4.1 INSURANCE. Both Parties shall carry and maintain sufficient insurance coverage to cover its obligations under this Agreement.

4.2 LIABILITY. Each Party agrees to be responsible for any liability resulting from the negligent acts and omissions or willful misconduct of its trustees, officers, directors, employees, agents and contractors.

4.3 NO SPECIAL/INDIRECT/CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL UAB, ITS TRUSTEES, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, AGENTS, REPRESENTATIVES, OTHER LICENSEES, CONTRACTORS OR SUBCONTRACTORS, BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF TIME, SAVINGS, DATA, GOODWILL OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE GOODS AND/OR SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE GOODS AND/OR SERVICES, EVEN IF INSTITUTION HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES OR LOSSES OCCURRING, AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

**SECTION 5: REPRESENTATIONS, CERTIFICATIONS AND OTHER COVENANTS:**

5.1 REPRESENTATIONS. Each Party represents (and such representations shall survive any termination of the Agreement), that: (a) it is financially solvent, able to pay all debts as they mature, and has sufficient working capital to perform all obligations required of it under this Agreement; and (b) its execution of this Agreement, and its performance hereof, is within its duly authorized powers.

5.2 SIGNATURE AUTHORITY. Each Party’s representative executing this Agreement represents that he or she is the duly appointed agent and representative of such Party, with full authority to execute this Agreement, without any further requirements or approvals.

5.3 BOYCOTTING ACTIVITIES. By entering into this Agreement, in accordance with *Ala. Code § 41-16-5*, each Party represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

5.4 CERTIFICATION PURSUANT TO ALABAMA CODE § 41-4-116. Each Party hereby certifies that, to the extent applicable, it is in full compliance with *Ala. Code § 41-4-116*; it is not barred from entering into this Agreement pursuant to *Ala. Code § 41-4-116*.

5.5 COMPLIANCE WITH ALABAMA CODE § 31-13-1, ET SEQ. By entering into this Agreement, in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, *Ala. Code § 31-13-1, et seq.*, each Party affirms, for the duration of this Agreement, that it will not violate federal immigration law, or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

5.6 PRESS RELEASES; MARKS/LOGOS. Institution agrees to refer to UAB as the provider of the Testing Services and agrees to state that “Testing Services are part of the GuideSafe™ Platform, powered by UAB”. Institution agrees that UAB may use Institution’s name and logo solely for the purpose of listing organizations and entities that are using the Testing Services.



**SECTION 6: GOVERNING LAW; DISPUTE RESOLUTION; VENUE:**

6.1 GOVERNING LAW, DISPUTE RESOLUTION AND VENUE. Alabama law, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement, its terms, questions of immunity related to either Party and any disputes between the Parties. Any claim against UAB or against Institution (to the extent it is an entity with sovereign immunity) must be made through the State of Alabama Board of Adjustment. Exclusive jurisdiction and venue of any claims that are not barred by immunity, nor required to be filed before the State of Alabama Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, or the Circuit Court of Jefferson County, Alabama.

6.2 NO WAIVER OF SOVEREIGN IMMUNITY. UAB does not waive, and specifically reserves, all immunities to which it is entitled under the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within *Article I, §14*, of the Constitution of Alabama. Institution, if Institution is a governmental entity with sovereign immunity, specifically reserves all immunities to which it is entitled under the constitution, laws, and statutes of the United States and the state in which it is located. Any provision of this Agreement that may be considered a consent to suit or a waiver of immunity by UAB or Institution, if Institution is an entity with sovereign immunity, is hereby stricken and rendered null and void.

6.3 ATTORNEY AND COLLECTION FEES. Each Party shall be responsible for its own attorney's fees, in regard to enforcement or breach of this Agreement and its terms, or fees for collection of any amounts due.

**SECTION 7: MISCELLANEOUS:**

7.1 ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, including Exhibits A, B, C and D, which are incorporated into and are a part of this Agreement, supersede all prior agreements, written or oral, between UAB and Institution, and constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement may not be waived, modified, amended or altered except by a writing signed by both Parties. For purposes of clarity, the Parties agree that any additional terms that either Party includes in an order form or proposal, or by reference to a website, link in a "click-through" agreement or similar document or agreement, will be of no force and effect.

7.2 ASSIGNMENT. This Agreement is not assignable by either Party.

7.3 INDEPENDENT CONTRACTOR. Nothing in this Agreement, nor its terms, shall be deemed to make either Party, or any employee, agent, or representative of either Party, an employee, agent or representative of the other Party. The Parties acknowledge that UAB is an independent contractor and has sole responsibility for and control over the design, content, accuracy, and quality of the Testing Services.

7.4 THIRD-PARTY BENEFICIARY. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns. No third-party beneficiary rights or benefits whatsoever are expressly or impliedly provided herein.

7.5 WAIVER. Neither Party's failure to insist upon the performance of any provision of this Agreement shall be construed as a waiver of that Party's present or future right to such performance, and each Party's obligation in respect thereto shall continue in full force and effect.

7.6 LEGAL NOTICES. Any notice, request, approval or consent required to be given under this Agreement will be in writing and sufficiently given when received, if delivered to a Party in person; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by recognized overnight courier or mailed in the United States Postal Service, certified or registered mail, return receipt requested, postage prepaid to the address appearing below such Party's signature on the last page of this Agreement, or at such other address as each Party so subsequently notifies in accordance with this Section 7.6. Notice shall be deemed effective upon receipt if delivered in person or by overnight courier or five (5) business days after mailing with the United States Postal Service. UAB does not accept legal notices by e-mail.

7.7 SURVIVAL. All rights and obligations of the Parties which, by intent or meaning, have validity beyond or by their nature apply or are to be performed or exercised after the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement for the period so specified, if any, or for perpetuity.

7.8 SEVERABILITY. All of the terms, provisions, and conditions of this Agreement, and its terms, shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable to any extent, then, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret this Agreement, and its terms, to provide for maximum validity and enforceability.

7.9 CAPTIONS. The captions and headings in this Agreement are for convenience of reference only, and in no way define, limit, or describe the scope or intent of any provision or sections.

7.10 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Transmission by facsimile or e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If by e-mail, the executed agreement must be delivered in a .pdf format.

**TESTING SERVICES AGREEMENT: ALABAMA EDUCATIONAL INSTITUTIONS  
EXHIBIT B: RE-ENTRY TESTING SERVICES PROTOCOL**

RE-ENTRY TESTING

- I. Student Data: Institution will require all credit-earning students registered to attend in-person classes to be tested prior to being allowed on its campus in the Fall of 2020. This will include students who register up to seven (7) days after Institution's announced start. Consistent with UAB's reasonable instructions, Institution shall electronically provide UAB with its student data (including full name and email address and such other information as may be needed to ensure access to the tests, such as physical address for mail-in testing kits).
- II. Registration/Scheduling: UAB shall provide an electronic notification to each student to the student's email address provided by Institution above. This notification will provide instructions for registration and provision of Testing Services.
- III. Testing Sites: UAB shall make available test collection processes, through mail-in testing kits and in-person collection sites, to students both within and outside Alabama for Testing Services. Through these processes, students will be scheduled for testing in accordance with the instructions provided by UAB.
- IV. Test Results: UAB will, directly or through third parties, conduct COVID-19 testing for the students complying with the instructions provided by UAB. Students will be provided the results of their test via email. Institution may be provided the results of their students in batches in periodic notifications. It is the responsibility of the students to comply with all UAB instructions. It is Institution's responsibility to determine its policies and procedures for allowing students on campus, and it is Institution's responsibility to evaluate the test results to determine if any student is allowed on its campus.

**TESTING SERVICES AGREEMENT: ALABAMA EDUCATIONAL INSTITUTIONS  
EXHIBIT C: SENTINEL TESTING SERVICES PROTOCOL**

**SENTINEL TESTING**

- I. Sample selection: Institution will make available sentinel testing for “on-campus” students, faculty, and staff with the initiation of Fall semester classes. On a weekly basis, Institution will be responsible for the random selection of a sample set of individuals representing up to four percent (4%) of its student, faculty, and staff population. Each week, Institution shall electronically provide UAB with its sample data set (including full name and email address) in the format agreed to by the Parties.
- II. Registration/Scheduling: UAB shall provide an electronic notification to each individual randomly selected by the Institution to the individual’s email address provided by Institution above. This notification will provide instructions for registration and provision of Testing Services.
- III. Testing Sites: UAB shall make available test collection processes, through mail-in testing kits or in-person collection sites, to selected individuals. Through these processes, selected individuals will be registered for and provided testing in accordance with the instructions provided by UAB.
- IV. Test Results: UAB will, directly or through third parties, conduct COVID-19 testing for the selected individuals complying with the instructions provided by UAB. Individuals will be provided the results of their test via email. Institution may be provided the results of their students, faculty or staff in batches in periodic notifications. It is the responsibility of the selected individuals to comply with all UAB instructions. It is the Institution’s responsibility to evaluate and incorporate the test results into their policies and procedures.
- V. Updated Instructions. UAB may periodically provide more information and instructions regarding the sentinel test process. Institution agrees to comply with such additional instructions.

**TESTING SERVICES AGREEMENT: ALABAMA EDUCATIONAL INSTITUTIONS  
EXHIBIT D: AUTHORIZED INSTITUTION DESIGNEE(S)**

Initial Authorized Institution Designee(s):

- Kenneth Kirkland, Director of Health Programs: [Kenneth.kirkland@accs.edu](mailto:Kenneth.kirkland@accs.edu)
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Backup