

## LABORATORY SERVICES AGREEMENT

This laboratory services agreement dated [DATE] is between Interpace Diagnostics Corporation (“**IDX**”), located at 2515 Liberty Avenue, Pittsburgh, PA, and [PROVIDER’S NAME], located at [PROVIDER’S ADDRESS] (“**Provider**”).

This agreement delineates the terms by which IDX shall provide certain tests at the fees listed on Exhibit A to Provider with respect to one or more samples of human tissue specimens or human fluid specimens or both that the Provider provides to IDX.

Therefore, IDX and the Provider agree as follows:

### 1. **Definitions:**

- a) “**Analytical Services**” means IDX’s performance of certain Tests listed on Exhibit A on the Specimens provided by the Provider and IDX’s subsequent delivery of Test Results to a Patient’s physician and/or the Provider;
- b) “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, and the requirements of any regulations promulgated there under;
- c) “**Patient**” means the individual from whom the Specimen has been harvested;
- d) “**PHI**” means protected health information as defined under HIPAA;
- e) “**Specimen**” means a sample of human tissue or fluid collected from a Patient by one of the Provider’s licensed healthcare providers;
- f) “**Test**” means one of the laboratory analyses listed in Exhibit A;
- g) “**Test Requisition**” means the form that IDX provides to a physician and/or the Provider so that they may specify which Tests IDX should perform on a Specimen;
- h) “**Test Result**” means IDX’s laboratory test report that communicates a Test’s outcome; and
- i) “**Tissue Identity Services**” means a molecular diagnostic test IDX performs to determine if Specimens are from the same Patient.

### 2. **Orders.** For IDX to perform the Analytical Services:

- a) The Provider shall ensure that each ordering physician who orders Analytical Services provides a completed Test Requisition, including all of the appropriate billing information, any necessary PHI and medical insurance information.
- b) The Provider shall ensure that the ordering physician signs the Test Requisition, affirming that the requested Analytical Services are reasonable and medically necessary for diagnosing, treating and caring for the Patient; and
- c) The Provider shall deliver (or shall have delivered) the Specimen to IDX in the manner specified by IDX and in accordance with all applicable laws and regulations related to transporting the Specimen. The Provider is responsible for transporting the Specimen and protecting against any unauthorized disclosure of PHI while in transit to IDX. The Provider may arrange to transport specimens in bulk accompanied by a manifest of all included specimens in the shipment.

d) IDX will provide the supplies necessary for the collection, labeling and shipping of specimens to be sent to Provider at IDX's expense.

Provider may cancel an order for a test by contacting IDX prior to test set-up. Provider will not be charged for a cancelled test order.

e) If IDX cannot analyze specimens because of improper collection or degradation in transit or is unable to obtain satisfactory test results, IDX will promptly notify Provider and Provider will not be charged for such specimens.

3. **IDX Reporting.**

a) IDX shall provide the Test Results to the ordering physician or institution and any other person, legally authorized to receive the Test Results.

b) After IDX provides the Test Results, IDX may destroy the unused portions of a Specimen.

c) IDX and Provider will use best efforts to develop an electronic interface to facilitate ordering and reporting of test results.

4. **Independent Contractor.** The parties intend IDX to be an independent contractor, and the Provider shall not control the means and methods of IDX's testing procedures, results or reporting. The parties do not intend for either party to be an agent, representative or employee of the other party. The parties do not intend this agreement to have a third party beneficiary.

5. **Compensation, Billing and Payment.** For any Analytical Services that IDX must bill to the provider, IDX shall submit monthly invoices to the Provider for any Analytical Services it provided during the preceding month. The Provider shall pay IDX for the Analytical Services at the rates set forth in Exhibit A within (30) days of receiving it. IDX shall assess a late payment fee of one and one half percent of the invoice amount per month that an invoice is not timely paid.

Submit invoices electronically in the following manner:

Primary Contact: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Phone: \_\_\_\_\_

Submit invoices via Fax to: \_\_\_\_\_

6. **Tests and Fees.** IDX may amend the Tests and the fees included in Exhibit A in its sole discretion, if it gives not less than ten (10) days' prior notice to the Provider. If IDX's fees listed in Exhibit A reflect a discount or other reduction in price, the Provider shall ensure that its charges to Federal programs do not exceed the actual charge from IDX and the Provider shall fully and accurately report all discounts or price reductions in applicable cost reports and when submitting charge information to Medicare, Medicaid and other federal health care programs.

7. **Term and Termination.** This agreement begins on the date first entered above and it will remain in effect for one year, thereafter shall automatically renew for successive one (1) year periods until either party terminates it upon not less than thirty (30) days' prior written notice. No termination of this agreement will affect the rights or obligations of either party under this agreement accruing as of the date of such termination. If the Provider terminates this agreement, IDX shall complete the Analytical Services requested as of the termination date and the Provider shall pay for these Analytical Services. Provider may immediately terminate this Agreement by written notice if IDX fails to comply with the terms of this Agreement or any applicable law.

8. **Confidentiality.**

a) **Agreement.** Except for disclosure to its legal counsel, accountants or financial advisors, the Provider shall not disclose this agreement or any of its terms to any third party. If the Provider believes

that it is required by any applicable law, regulation, or its internal policies to disclose this agreement or its terms to a third party, it shall provide reasonable notice to IDX. If the Provider discloses this agreement and any of its terms, the Provider shall disclose only the minimum amount of information necessary to comply with any applicable law, regulation or internal policy.

b) **Patient Information.** Unless required by law, neither party shall disclose to any third party any patient information or medical record information and each party shall comply with all applicable federal and state laws and regulations regarding the confidentiality of such information.

c) **Proprietary Information.** Each party understands that, because of this agreement, it may have access to certain information of the other party that is confidential and/or proprietary and constitutes valuable property of that party. Except for disclosure to their legal counsel, agents, employees, contractors and related entities that are bound to maintain the confidentiality of such information, each party states to the other that it will not at any time, either during or after the term of this agreement, disclose to any third party, use, copy or permit to be copied, without the other party's prior written consent, except as necessary to perform its duties hereunder, any confidential or proprietary information of the other party, including information that concerns either Party's costs, treatment or analysis methods, testing procedures or methodologies, products, services, formulas, developments, and inventions, developed or made by either party, and which is not otherwise available to the public.

9. **Covered Entities.** The parties believe and intend that they are covered entities (as that term is defined at 45 CFR 160.103), and that they are permitted to disclose to one another the PHI necessary to facilitate Patient treatment and payment for the Analytical Services provided under this agreement. Each party states that it shall take all actions necessary to ensure that it complies with HIPAA. The parties do not believe that a business associate contract is necessary because the parties are co-treatment providers.

10. **IDX Performance.** In its performance of the Analytical Services, IDX shall perform at all times in accordance with currently approved methods of the laboratory industry and all applicable local, state and federal laws and regulations. IDX shall perform all Analytical Services at one of its laboratory facilities, each of which is a duly licensed clinical laboratory under applicable federal, state and local laws. IDX shall ensure that the Analytical Services are performed by properly trained and licensed or certified personnel. IDX shall ensure that all applicable test results will be reported to the designated State or Federal authorities as prescribed by statute, law, or Government mandate.

11. **Consents; No Debarment.** The Provider states that it is legally permitted to provide a Specimen to IDX for the Analytical Services and that it has obtained all required Patient consents to transfer a Specimen and any related PHI to IDX for testing and billing purposes. The Provider further states that neither the Provider nor any person working for or acting on behalf of the Provider has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program or by any federal department or agency. If the Provider becomes aware of any such conviction, debarment, penalty, sanction, suspension, exclusion or other ineligibility or any such threatened action against it, the Provider shall immediately notify IDX of such situation and IDX may immediately terminate this agreement. IDX states that neither IDX nor any person working for or acting on behalf of IDX has been or is debarred, penalized by, convicted, sanctioned, suspended, excluded or otherwise ineligible to participate in any state or federal program or by any federal department or agency. If IDX becomes aware of any such conviction, debarment, penalty, sanction, suspension, exclusion or other ineligibility or any such threatened action against it, IDX shall immediately notify the Provider of such situation and the Provider may immediately terminate this agreement.

12. **Indemnification.** The Provider and IDX shall indemnify, defend, and hold harmless each other, their employees, officers, directors, and agents from and against any suit, proceeding, claim, liability, loss, damage, costs or expense, including reasonable attorneys' fees, which either party may hereinafter incur, suffer or be required to pay arising out of or resulting from (i) a third party claim arising from the other party's use, as permitted under this agreement, of Specimens pursuant to this agreement, or (ii) a third party claim arising from the breach by either party of a representation or warranty contained in this agreement, or the Provider's use of the Test Results, or IDX's Test's

accuracy in either event of (i) and (ii), to the extent such claim does not result from the gross negligence or intentional misconduct of the party seeking indemnification.

13. **Limitation of Liability.** EXCEPT AS TO THE INDEMNIFICATION OBLIGATION ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED REVENUE OR PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY. IN ADDITION, THE TOTAL AGGREGATE LIABILITY OF IDX TO THE PROVIDER FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE THREE (3) TIMES THE TOTAL FEES PAID BY THE PROVIDER TO IDX DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM(S). THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, INTERPACE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR, IMPLIED, WITH RESPECT TO THE ANALYTICAL SERVICES AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. **Insurance.** Each party shall maintain general and professional liability coverage in amounts required by law and consistent with applicable standards in the laboratory industry. Proof of coverage will be made available upon a party's reasonable request.

15. **Force Majeure.** If a party is unable to perform an obligation, exercise its discretion or satisfy a condition under this agreement because of an event or circumstance, whether or not foreseeable, that was not caused by that party and that reasonably prevents that party from performing an obligation, exercising its discretion or satisfying a condition under the agreement, other than its ability to make payments when due, then that party's performance of that obligation, exercise of discretion or satisfaction of a condition is suspended without liability, but only if that party provides notice of the event or circumstance and uses reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

16. **Severability.** If any provision of this agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this section, the rest of the agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

17. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

18. **Notices.** When a party must give notice to another party under this agreement, the party shall provide notice to the other party in one of the following ways: (a) in person; (b) by first-class, registered or certified mail, return receipt requested, postage prepaid, or by overnight courier; or (c) by facsimile transmission, to the number provided by the party for this agreement.

19. **Entire Agreement; Modification.** The parties intend this agreement to be their entire agreement related to the Analytical Services, and they also intend it to supersede all other prior contracts, agreements or understandings between the parties related to the Analytical Services. An amendment to this agreement will be effective only if it is in writing and signed by both parties.

20. **Negotiations; Compliance with Laws.**

a) The parties state that this agreement is the result of arms-length negotiations and that it is not intended to provide any remuneration in cash or in kind for the referral of a patient or patients. The parties further intend that this agreement comply with all applicable federal, state and local laws, rules and regulations related to the Analytical Services. If during the term of this agreement there is a change in an existing law or the adoption of a new law, rule, regulation or administrative policy that materially alters a party's rights, discretion or responsibilities, the parties shall attempt to modify this agreement so that each

party is in the same position in performing under this agreement as they were prior to the change of law, regulation, rule or administrative policy. If the parties do not agree upon a modification or amendment within 30 days, then either party may terminate the agreement as provided for herein.

b) If required by Section 1861(v)(1)(I) of the Social Security Act, 42 USC 1395x(v)(1)(I) ("**Section 1861**"), until the expiration of four (4) years after the furnishing of any Analytical Services under this agreement, each party shall make available, upon written request by the Secretary of the Department of Health and Human Services or the U.S. Comptroller General (the "**Comptroller General**"), or by their respective duly authorized representatives, this agreement and all books, documents and records that are necessary to certify the nature and the extent of the cost of the Analytical Services furnished hereunder. If either party carries out the duties of this agreement through a permitted subcontract worth \$10,000 or more over a 12-month period, if required by Section 1861, that subcontract will also contain an access clause to permit access by the Secretary of the Department of Health and Human Services, the Comptroller General and their respective duly authorized representatives to the related organization's books, documents and records.

c) Both parties intend to comply with all applicable federal and state anti-kickback and self-referral laws and regulations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, IDX and the Provider have executed this Agreement below by their duly authorized officers or representatives.

**Interpace Diagnostics Corporation**

**[PROVIDER]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Price List - COVIANT™**

COVIANT™ (COVID19 Serum Antibody Test)	86769	\$45.00
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