

LABORATORY SERVICES AGREEMENT

THIS AGREEMENT and its ADDENDUM, hereinafter ("**AGREEMENT**") is entered into effective as of 09/29/2021 by and between **South Whittier school District**, located at 11200 Telechron Ave, Whittier, CA 90605 ("**CLIENT**") and **Universal Diagnostic Laboratories, Inc.** CUA# 0SD0938253 and License# CLF 322706 hereinafter ("**LABORATORY**"), are the ("**PARTIES**") to this AGREEMENT pursuant to the following recitation of facts.

WHEREAS, CLIENT desires to contract with LABORATORY to provide reference clinical laboratory services for CLIENT, and LABORATORY desires to provide the Services described herein.

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the initial Term or any renewal Term, unless previously terminated by either party. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party thirty (30) days prior written notice.

2. TESTING SERVICES

LABORATORY agrees to perform reference Clinical Laboratory Services on COVID-19 testing for CLIENT, as may be requested by CLIENT, during the term of this Agreement. LABORATORY will provide at home COVID testing kits, received the specimen and posts the results on the portal to be checked by school district.

3. ADDITIONAL SERVICES BY THE PARTIES

A. SPECIMEN, PICK UP AND REPORT DELIVERY

LABORATORY will provide a specimen pick up and report delivery service to CLIENT daily Wednesday and Saturday of each week, except on major holidays. For the purposes of this Agreement, major holidays shall include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day. Special pick-up services are available per CLIENT'S request with 48 hours advance notice. LABORATORY shall make reasonable efforts to deliver or transmit results within 24 hours of the time the specimen is received by LABORATORY's testing facility. The result will be emailed to patients and will be available on the portal to be checked by CLIENT.

LABORATORY shall report positive COVID results in less than 24 hours.

B. SUPPLIES

LABORATORY will provide, at no charge, devices or supplies that are used solely to collect, transport, process, or store specimens to be submitted to LABORATORY for testing.

C. PROPER AND ACCURATE MARKING OF THE SPECIMENS

CLIENT assures to present a list of patients providing all the information such as First name, last name, Date of Birth, collection date and the samples that are collected by LABORATORY should be appropriately marked with Patient's First and Last Name, Date of Birth, and Date of Collection of the samples on each of them. Without this data provided, LABORATORY will not be able to process the samples in a timely manner.

D. CONSULTATION

LABORATORY staff and Medical Director shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY's procedures and to provide the status of test results.

S. FEES

The services provided by LABORATORY is \$60 per test for CLIENT.

6. BILLING

CLIENT shall indicate the entity responsible for payment of Services rendered on the requisition submitted to LABORATORY.

- A.** If CLIENT indicates that CLIENT is responsible for payment, LABORATORY will submit to CLIENT a monthly itemized statement of Services rendered to CLIENT. Payment for Services is due fifteen (15) days from the date of invoice. Failure to remit payment

within said time may result in discontinuation of service. If as a result of such non-payment, LABORATORY reduces or removes any discount and/or special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall become the Fees payable by CLIENT. LABORATORY may at its option, reinstate any discount and/or special prices after CLIENT brings its balance current. Nothing in the foregoing shall waive any rights or remedies available to LABORATORY with respect to late payment by CLIENT.

- B.** CLIENT agrees to provide LABORATORY with all necessary billing information and

submission of the LABORATORY requisition form at the time of request for service.

- C. CLIENT agrees to attach a copy of the patients' demographic sheet to ease and accommodate accurate and proper reporting by LABORATORY.

7. CHANGE IN LAW OR REGULATION

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Deficit Reduction Act of 2005 (DRA), and applicable State False Claims Act (SFCA) . The parties agree to execute amendments as may be necessary for the continuing compliance as additional regulations are promulgated or become effective. Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes.

8. NON-ASSIGNABILITY

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

9. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to LABORATORY at:

Universal Diagnostic Laboratories, Inc. Attention:

Sheila Busheri

6700 Valjean Avenue,

Van Nuys, CA 91406

Tel: (877) 883-8783

And to CLIENT, Attention:

South Whittier School District

Aubrey Craig

11200 Telechron Ave,

Whittier, CA 90605

Tel:(562) 244-3455

10. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between CLIENT and LABORATORY other than that of independent entities

contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

11.FORCE MAJEURE

LABORATORY shall not be liable for damages arising from failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of LABORATORY including, without limitation, acts of God such as fire, flood, tornado, earthquake, or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials.

12. WARRANTY

- A.** LABORATORY WARRANTS THAT IT IS NOT INELIGIBLE FOR OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAMS.
- B.** LABORATORY WARRANTS TO CLIENT THAT NEITHER LABORATORY NOR ANY OF ITS EMPLOYEES OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- C.** LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

13. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

14. NONDISCRIMINATION

All Services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap, veteran status or any other protected class.

15. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any term or provisions of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be served, and the Agreement shall be

interpreted as though the severed provision had not existed.

16. WAIVER

No course of dealing between the parties or any delay on the part of either party in exercising any rights they may have under this Agreement shall operate as a waiver of any of the rights of the other party. No- express waiver shall affect any condition, Covenant, rules, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

17. ACCESS TO BOOKS AND RECORDS

During the term of this Agreement upon reasonable prior written request and during normal business hours, LABORATORY shall allow CLIENT reasonable access to LABORATORY records concerning the Services provided hereunder. CLIENT warrants and represents that it has obtained any necessary written consent from CLIENT patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

18. MODIFICATION

This Agreement may only be modified in a writing signed by authorized representatives of each party.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written with respect to the subject matter herein. The parties shall not be bound by any representation made by either party or agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state or local law are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

LABORATORY:

Universal Diagnostic Laboratories, Inc. By:

Print Name: Sheila Busheri Signature: _____ Date: _____

CLIENT:

South Whittier School District By:

Print Name: Aubrey Craig Signature: _____ Date: _____