

Laboratory Services Agreement



This LABORATORY SERVICES AGREEMENT (“**Agreement**”) made and entered into by and between **INNOVATIVE GENOMICS, LLC** d/b/a/ Innovative Gx Laboratories, a Texas limited liability company (“**Laboratory**”) and _____ (“**Client**”) is effective on the _____ day of _____, 20____ (“**Effective Date**”).

RECITALS

WHEREAS, Laboratory is a COLA certified, CLIA accredited high complexity molecular diagnostic testing laboratory located in San Antonio, Texas.

WHEREAS, Client desires to engage Laboratory to perform certain diagnostic testing, and Laboratory desires to provide such services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Laboratory and Client agree as follows:

1. Obligations of Laboratory. Laboratory agrees to the following obligations:

- 1.1 Laboratory shall maintain its CLIA Accreditation and COLA certification.
- 1.2 Laboratory shall provide to Client the laboratory testing services offered by or available to Laboratory as listed in Appendix A, attached hereto and incorporated for all purposes, (“**Services**”).
- 1.3 Laboratory shall process the specimens within 24-72 hours of Laboratory’s receipt.
- 1.4 Laboratory shall report the tests results via a mutually agreed upon method of delivery or as provided in Appendix A.
- 1.5 Laboratory shall make available supplies, including shipping labels, necessary for the sole purpose of storing and transporting specimens to be tested by the Laboratory.
- 1.6 Laboratory will provide a point-of-contact, if requested, to facilitate communications and administrative processes between the Laboratory and Client

2. Obligations of of Client. Client agrees to the following obligations:

- 2.1 Client shall obtain the necessary consents and authorizations from its patients as may be required by state and federal laws (including without limitation, any laws requiring consent to genetic testing, if applicable) to enable Laboratory to provide and report the results of the requested Services.
- 2.2 Client shall submit with the specimen a properly completed order or requisition for the Services to be performed by the Laboratory. The order or requisition shall include all patient demographic information and, if Laboratory agrees to accept assignment of benefits, any insurance or third-party payor information necessary to submit a true and accurate claim. To the extent any information is missing, Client shall promptly provide such information to Laboratory to minimize the delay in commencing Services.
- 2.3 Client represents and warrants to Laboratory, that on the date of each order for Services and to the extent applicable by state or federal law or by patient’s third-party payor, if any, the following:
 - (i) the requested Services are ordered by a treating provider who authorized by law to order such Services;
 - (ii) (ii) the Services ordered are reasonable and necessary; and
 - (iii) (iii) the results will be used by the treating provider for the management of the patient.

3. Fees. Client shall timely pay for the Services ordered at the rates (“**Fees**”) set forth in Appendix A. The Fees are due and payable to Laboratory at the time the Services are ordered and as set forth in Appendix A.

4. Term. This Agreement shall commence on the Effective Date and continue for one (1) year (“**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive one (1) year terms each (each a “**Renewal Term**”). The Initial Term and all Renewal Terms are collectively referred to herein as “**Term**.” This Agreement shall remain in full force and effect during the Term unless terminated earlier as set forth below.

5. Termination.

- 5.1 Mutual Agreement.** This Agreement may be terminated at any time upon mutual written agreement of the Parties.
- 5.2 Notice of Non-Renewal.** This Agreement may be terminated by either Party at the end of the Initial Term or any Renewal Term by providing the other Party written notice at least sixty (60) days' prior to the end of such term.
- 5.3 Automatic Termination.** This Agreement shall be automatically terminated upon the occurrence of any of the following:
- (i) imposition of any restrictions or limitations by any governmental authority having jurisdiction over either
 - (ii) Laboratory or Client such that that Party cannot fulfill its obligations under this Agreement; suspension, revocation or cancellation of Laboratory's CLIA Accreditation;
 - (iii) failure of the defaulting party to cure a breach of this Agreement (excluding a monetary breach) within ten (10) days following receipt of written notice specifying such breach, unless such breach is not susceptible of being cured within such ten-day period and the defaulting party commences such cure within such ten-day period and diligently prosecutes said cure to completion within twenty (20) days following such receipt of the original written notice specifying such breach; or
 - (iv) failure of Client to pay any amounts due to Laboratory under this Agreement within ten (10) business days after the applicable due date;
- 5.4 Change in Law.** If there is a change in any law, regulation or rule, state or federal, which adversely affects this Agreement or the activities of either Party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either Party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that Party's business operations or its rights or obligations under this Agreement, then the Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to maintain compliance with such laws, rules or regulations. If the Parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of fortyfive (45) days after the date of the notice seeking renegotiation or the effective date of the change in law, either Party may terminate this Agreement immediately by written notice to the other Party
- 5.5 Effect of Termination.** Except as otherwise required by applicable law, any outstanding Fees owed to Laboratory pursuant to this Agreement shall be immediately due and paid by Client. In addition, as of the effective date of termination of this Agreement, neither party will have any further rights or obligations hereunder except: (i) as otherwise provided herein; (ii) rights and obligations accruing prior to such effective date of termination of this Agreement; and (iii) rights and obligations arising as a result of any breach of this Agreement. Client shall timely return any supplies and order/requisition forms to Laboratory within five (5) days after any termination of this Agreement. This Section 5.4 shall survive any termination or expiration of this Agreement.
- 6. Compliance with Applicable Federal and State Law.** The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with Texas state and federal laws including without limitation as applicable to, the Stark Laws, Anti-Kickback Statute, applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 and Health Information Technology for Economic and Clinical Health Act and their implementing regulations, and the Texas Occupations Code Anti-Patient Solicitation law. Neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.
- 7. Waiver of Breach.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or the party against whom such waiver is charged. The waiver by any party hereto of any of the terms and conditions hereof or any breach of any provision of this Agreement shall not operate or be construed as a general waiver of any other terms and conditions nor shall such waiver permit a subsequent breach by any party. This Section 7 shall survive any termination of this Agreement.
- 8. Prohibition Against Assignment.** This Agreement and the rights, interest and benefits hereunder shall not be assigned or transferred by either party without the advance written consent of the other. Any attempt to assign or transfer this Agreement shall be null and void and without effect

- 9. Notices.** Any notice given or required under this Agreement shall be sufficient if delivered personally, or sent by certified mail, return receipt requested, postage pre-paid, or by overnight courier. All notices shall be deemed to have been received on the date of delivery thereof, if delivered by hand, on the third (3rd) day after the mailing thereof, if mailed, and on the next day after the sending thereof, if by overnight courier. The notice to Company shall be sent to Attn: Managing Partner, Innovative Genomics, LLC, 5410 Fredericksburg Rd., San Antonio, TX 78229 and to Payor at the address listed below Payor's signature in this Agreement. Either party may amend the address for notice at any time by providing the other party written notice in accordance with the provisions hereof.
- 10. Invalid Provision.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such unenforceable or invalid provisions were omitted. This Section 21 shall survive any termination of this Agreement.
- 11. Governing Law and Venue.** DURING THIS AGREEMENT PAYMENT SHALL BE MADE TO LABORATORY IN SAN ANTONIO, TEXAS. THIS AGREEMENT SHALL IN ALL RESPECTS BE INTERPRETED, CONSTRUED, AND GOVERNED BY AND IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF TEXAS. THE EXCLUSIVE VENUE FOR ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING UNDER THIS AGREEMENT REGARDING FEES FOR SERVICES SHALL BE IN THE STATE COURTS SITTING IN BEXAR COUNTY, TEXAS. This Section 11 shall survive any termination of this Agreement.
- 12. Attorneys' Fees.** If any action at law or in equity is brought to enforce any of the terms of this Agreement, the prevailing Party will be entitled to reasonable attorneys, fees and costs in addition to any other relief.
- 13. Entire Agreement; Construction.** This Agreement, any amendments or addenda hereto, and any exhibits specifically mentioned herein constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda and agreements, whether oral or written, pertaining thereto. Both parties agree to conduct their relationship in accordance with the terms of this Agreement and not pursuant to any undocumented arrangements, side arrangements (whether written or oral), or the like. By executing this Agreement, the Parties acknowledge that they have had the opportunity to be represented by independent counsel, and have had the opportunity to review and consider its terms. The language of this Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the headings and paragraphs herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph, or subparagraph of this Agreement. The Parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits hereto and the language in all parts of this Agreement shall be construed, in all cases, fairly as to the Parties hereto and not in favor of or against any Party. This Section 13 shall survive any termination of this Agreement
- 14. No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy or other benefit under or by reason of this Agreement.
- 15. Amendments.** This Agreement may be modified or amended only upon mutual agreement in writing by both parties hereto.
- 16. Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. Further, a photographic, photostatic, facsimile or other reproduction of a signature to this Agreement, when delivered to evidence the actual execution of this Agreement by a party hereto, shall be deemed to be an original of the execution of this Agreement by such party.
- 17. Survival.** In addition to other sections expressly stated in this Agreement to survive any termination or expiration of this Agreement, the following sections shall survive any termination or expiration of this Agreement: Sections 3, 5.5, 7, 10-14, 16, and 17.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date and year first above written.

CLIENT:

By: _____

Its: _____

Client's Notice Address:

LABORATORY:

INNOVATIVE GENOMICS, LLC

By: _____

Its: _____

Appendix A

Services, Fees, Payment, and Reporting

PANEL	COST
RPP & ABR (RT-PCR) _____	\$199
UTI / STI & ABR (RT-PCR) _____	\$199
STI & ABR (RT-PCR) _____	\$110
WOUND & ABR (RT-PCR) _____	\$199
COVID (RT-PCR) _____	\$50
ARKSTONE REPORT _____	\$20
PAYMENT TERMS _____	NET 30