

Laboratory Services Agreement

v.06192020

This laboratory services agreement is entered into as of August 1, 2020 (the "Effective Date"), by and between Bluewater Toxicology, LLC dba Bluewater Diagnostic Laboratory and Fayette County Detention Center (Client).

RECITALS:

- A. Bluewater Diagnostic Laboratory is licensed by Kentucky as a clinical laboratory that provides clinical laboratory and toxicology testing.
- B. **WHEREAS**, client health care provider desires to engage Bluewater Diagnostic Laboratory to perform certain clinical laboratory services for health care provider and health care provider's patients, and Bluewater Diagnostic Laboratory desires, pursuant to the terms and conditions set forth herein, to provide such services.

NOW THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. LABORATORY TESTING SERVICES

1.1 Bluewater Diagnostic Laboratory will provide laboratory testing services for health care provider pursuant to orders by persons who are authorized under state or federal law to order laboratory tests.

1.2 Upon receipt of proper specimens from client and a properly completed physician order or laboratory requisition, Bluewater Diagnostic Laboratory shall perform laboratory testing services on the specimens. Bluewater Diagnostic Laboratory shall provide results and reports to client via hard copy, web portal, facsimile, ad/or encrypted electronic mail unless client authorizes another means of HIPAA compliant transmission.

1.3 Bluewater Diagnostic Laboratory will provide client certain specimen collection supplies as part of its charges for its services hereunder to be used solely for the collection of specimens that are to be tested by Bluewater Diagnostic Laboratory.

2. RECORDS

2.1 Bluewater Diagnostic Laboratory, its staff, employees or agents shall not disclose to any third party, except where permitted or required by Legal Requirements, any patient or medical record information regarding client's patients, and Bluewater Diagnostic Laboratory, its staff, employees and agents shall comply with Health Care Laws regarding the confidentiality and security of such information.

2.2 To the extent applicable, the parties shall comply with the applicable provisions of the Administrative Simplification section of HIPAA, and the requirements of any regulations promulgated there under including the federal privacy standards as contained in 45 C.F.R Parts 160 and 164.



3. **COMPENSATION AND BILLING**

3.1 Bluewater Diagnostic Laboratory shall not seek reimbursement from Medicare, Medicaid, Tricare or any other government-financed health insurance program or any third-party payor for specimens tested under this agreement. Bluewater Diagnostic Laboratory shall seek payment for the services from client and shall not bill, balance bill, or collect payment in any form or amount from any patients or insurers for the services, unless otherwise required by applicable federal, state, or local laws, rules, orders, regulations, codes, ordinances, judgements, decrees and injunctions, including governmental authorizations.

3.2 Bluewater Diagnostic Laboratory shall bill client for services in accordance with the fee schedule set forth on Exhibit A. Bluewater Diagnostic Laboratory shall submit to client on or before the 10th day of each month a cumulative statement of services provided by Bluewater Diagnostic Laboratory for the preceding month pursuant to this agreement. Client shall pay Bluewater Diagnostic Laboratory the amount indicated on such monthly statement within 30 days following client's receipt of the statement. Overdue payments shall be subject to a late charge equal to the lesser of 1.5% per month (or the highest rate permitted by Legal Requirements).

3.3 Client will provide Bluewater Diagnostic Laboratory with all necessary information required to properly invoice and receive payment for Laboratory Testing Services.

3.4 All pricing contained herein and attached hereto shall be in effect for one (1) year from the Effective Date. Thereafter, Bluewater Diagnostic Laboratory reserves the right to increase such pricing at any time, but no more frequently than annually, upon thirty (30) days advance written notice to client.

4. **TERM AND TERMINATION**

4.1 The initial term of this agreement shall commence on the Effective Date, continuing for one (1) year and thereafter continuing until terminated by either party. After the expiration of the initial (1) year period, either party can terminate this Agreement at any time, without cause, upon thirty (30) days prior written notice to the other party.

4.2 Either party may terminate this Agreement at any time, with cause, by providing the other party with fifteen (15) days prior written notice of the cause for the termination, giving the breaching party 15 days to cure the breach. If not cured within the 15-day time, then the agreement will terminate immediately upon the breaching party's receipt of subsequent notice that the breach has not been cured and that the contract is terminated.

5. **INSURANCE**

5.1 Bluewater Diagnostic Laboratory shall maintain, at its sole cost and expense, throughout the term, professional liability and general liability insurance coverage in an amount deemed reasonably appropriate by Bluewater Diagnostic Laboratory and in order to qualify Bluewater Diagnostic Laboratory and Bluewater Diagnostic Laboratory's professionals as "health care provider" under Indiana's Medical Malpractice Act, as amended; provided, however, that Bluewater Diagnostic Laboratory shall in any case obtain or maintain professional liability and general liability insurance coverage in such form and amounts as is required by applicable Legal Requirements.



6. COMPETENCY DOCUMENTATION

6.1 Upon request, Bluewater Diagnostic Laboratory will provide to the client credentialing information for any staff who conduct and analyze COVID-19 or other laboratory testing, assuring the staff members' competency to perform the corresponding testing activities.

IN WITNESS WHEREOF, the parties acknowledge that they have signed this Agreement on the date written above.

CLIENT

Client: Fayette County Detention Center

Address: 600 Old Frankfort Circle

City: Lexington State: KY Zip Code: 40510

Signed by (Print): ~~Craig Cammack~~ Linda Gorton Title: Mayor

Signature: *Linda Gorton* Date: 12/8/2020

COVERED ENTITY

Bluewater Toxicology, LLC dba Bluewater Diagnostic Laboratory
221 S. Bardstown Rd.
Mt. Washington, KY 40047-7248

Signed by: Jennifer Bolus, Chief Operating Officer

Signature: *Katie J Miller* Date: 09/01/2020

EXHIBIT A

Fee Schedule: \$85 / SARS-CoV-2 specimen test performed

