

# Laboratory Services Agreement

This laboratory services agreement is entered into as of \_\_\_\_\_ the "Effective Date"), by and between Vitality DX, LLC dba SphereDX Laboratory, LLC and Fayette County Detention Center (Client).

## RECITALS:

- A. SphereDX 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 SphereDX Laboratory to perform certain clinical laboratory services for health care provider and health care provider's patients, and SphereDX 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 SphereDX 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, SphereDX Laboratory shall perform laboratory testing services on the specimens. Sphere DX 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.

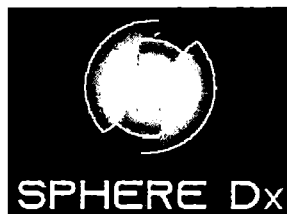
1.3 SphereDX Laboratory will provide client certain specimen collection supplies as part of its charges for its services hereunder to be used solely for the collection of specimens that are to be tested by SphereDX Laboratory.

1.4 Nothing in this Agreement shall be construed to require the Client to purchase a set amount of laboratory tests or testing supplies.

## 2. RECORDS

2.1 SphereDX 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 SphereDX 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.



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### 3. COMPENSATION AND BILLING

3.1 SphereDX 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. SphereDX 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 SphereDX Laboratory shall bill client for services in accordance with the fee schedule set forth on Exhibit A. SphereDX Laboratory shall submit to client on or before the 10<sup>th</sup> day of each month a cumulative statement of services provided by SphereDX Laboratory for the preceding month pursuant to this agreement. Client shall pay SphereDX 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 SphereDX 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, SphereDX 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.

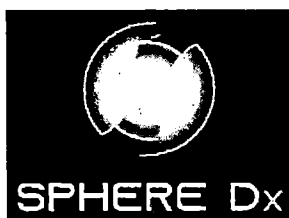
### 4. TERM AND TERMINATION

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, by providing the other party with fifteen (15) days prior written notice.

### 5. INSURANCE

5.1 SphereDX 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 SphereDX Laboratory and in order to qualify SphereDX Laboratory and SphereDX Laboratory's professionals as "health care provider" under Indiana's Medical Malpractice Act, as amended; provided, however, that SphereDX 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, SphereDX 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): Linda Gorton Title: Mayor

Signature: *Linda Gorton* Date: 12/11/2020

**COVERED ENTITY**

Vitality DX, LLC dba SphereDX Laboratory LLC

4205 Springhurst Blvd., Suite 101

Louisville, KY 40305

Signed by: Bobby Sturgeon, Chief Executive Officer

Signature: *Bobby Sturgeon* Date: 11/27/20

**EXHIBIT A**

Fee Schedule: \$70/ SARS-CoV-2 specimen test performed

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