

Standard Terms

Following are standard terms incorporated by reference into Reference Laboratory Agreements that include Paragraph 8 with a link to this document.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth in this paragraph 1:
 - a. **Laboratory Services** - Clinical reference laboratory services, including, but not limited to, chemical, hematological, immunohematological, microbiological, molecular, and serological, or examinations performed on materials to provide information for the diagnosis, prevention, or treatment of a disease or assessment of a medical condition.
 - b. **PATHGROUP** - Reference laboratory with primary location on the premises of 1010 Airpark Center Drive, Nashville, TN 37217.
 - c. **CLIENT** – alternatively referred to as Customer, the party which is ordering Laboratory Services
2. **Equipment and Supplies.**
 - a. Equipment and supplies provided to CLIENT must be used exclusively in conjunction with ordering, testing and/or retrieving results of laboratory services provided by PATHGROUP.
 - b. Provision of equipment and supplies will be in accordance with PATHGROUP’s policies and federal and state laws and regulations.
3. **Courier Service.** PATHGROUP may provide courier services for patient specimens as agreed by PATHGROUP and CLIENT.
4. **Client Contact Information.**

CLIENT shall provide a valid, confidential FAX number on the standard PATHGROUP Provider Fax Verification Form.
5. **Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Tennessee.
6. **Independent Contractor.** Nothing herein is intended to create, nor shall this Agreement be construed as creating, a partnership, joint venture, employment or agency between the parties. Neither party shall have the authority to bind the other, except as expressly provided in this Agreement.
7. **Access to Books and Records.** Upon the written request, and for so long as required by applicable law, of the Secretary of Health and Human Services or the Controller General or any of their duly authorized representatives, PATHGROUP will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. This section is included pursuant to, and is governed by the requirements of, Section 186 (v) (1) of the Social Security Act and the regulations promulgated there under. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any person by virtue of this Agreement.
8. **HIPAA Requirements.** CLIENT acknowledges that PATHGROUP under this Agreement is a “covered entity” as that term is defined at 45 C.F.R. Part 160.103. PATHGROUP agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated there under and such other federal and state privacy regulations commonly referred to as “HIPAA Requirements”.

9. **Annual Notice.** The Laboratory acknowledges and agrees that the duties and obligations under this Agreement include the requirements set forth in PATHGROUP's Annual Notice, which can be found at <http://www.pathgroup.com/resources/physician-resources/> and PATHGROUP will notify the CLIENT of any amendments to PATHGROUP's Annual Notice via an electronic communication.
10. **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity of enforceability of any other provision.
11. **Exhibits.** Any amendments to this Agreement will be effective only if in writing and signed by PATHGROUP and CLIENT.
12. **Indemnification.** Laboratory and Customer shall indemnify, defend and hold the other harmless (including the respective affiliates, employees, officers, directors and agents of each party) from and against any and all losses, claims, suits, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or attributable to any acts or omissions of the indemnifying party, its employees, officers, directors or agents. Neither party shall have any responsibility for the acts or omissions of the other party or its representatives. For purposes of this Agreement, physicians who are members of the medical staff of Customer do not constitute agents, representatives or employees of Customer due to their medical staff membership. The provisions of this Section 8 shall survive the termination of this Agreement. The party requesting to be indemnified must place such a demand, in writing, to the other party within ninety (90) days of its notice of the claim. The indemnified party must cooperate fully with the investigation and defense of the claim or suit and may not take any action which will prejudice the claim or suit.
13. **Compliance with Law; Legislative or Administrative Change.** The parties hereby acknowledge and agree that:
 - A. No requirement exists that PathGroup or Provider make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for Client as a condition for entering into and performing under this Agreement. No requirement exists that Client make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for PathGroup as a condition for entering into and performing under this Agreement.
 - B. The amount or value of the benefits provided to PathGroup hereunder will not vary based on the value or volume of any referrals between PathGroup and Client or based on any business otherwise generated by PathGroup or Client.
 - C. It is the intent of the parties that this Agreement comply with existing federal, state, and local law, including without limitation various rules, administrative rulings and procedures, laws and ordinances, statutes and regulations, and interpretations thereof, relating to Client's status as a hospital authority under applicable state law and maintenance of continued federal tax-exempt status. It is also the intent of the parties that this Agreement satisfy relevant exceptions set forth in the Stark Law, 42 U.S.C. § 1395nn and accompanying regulations (42 C.F.R. Part 411), and, to the extent possible, safe harbor provisions published at 42 C.F.R. § 1001.952 pursuant to the Anti-Kickback statute, 42 U.S.C. § 1320a-7b, and interpretations of the foregoing. Accordingly, if either party determines in good faith that this Agreement fails to comply with such laws and regulations or other federal or state legislative or administrative

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regulations, or interpretations thereof, then such party may, immediately upon written notice to the other party specifying the grounds therefore, suspend performance of all noncomplying obligations under this Agreement (including but not limited to any obligation to pay the compensation set forth in the Agreement, the parties will confer in

good faith and attempt to modify this Agreement to comply with applicable law, and performance of all noncomplying obligations hereunder will be suspended until such modifications have been completed. If the parties cannot promptly agree that a modification is necessary to comply with applicable law or satisfy relevant safe harbors and exceptions, or if the parties cannot promptly agree upon the terms of such a modification, then either party may immediately terminate this Agreement upon written notice to the other party.

- D. Client and PathGroup shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975. No individual will, on the grounds of race, sex, color, creed, national origin, age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to the discrimination under any program or services offered by Client or by PathGroup pursuant to this Agreement.