CenterforDisease
DETECTION

AGREEMENT FOR LABORATORY SERVICES

January 14, 2014

Agreement for Laboratory services between **Gila County Health Department**, located at 1515 S. Apache Ave, Suite 100, Globe, AZ 85501 and **Center for Disease Detection** (CDD) located at 11603 Crosswinds Way, Suite 100, San Antonio, TX 78233.

This agreement is effective from February 1, 2014 until January 31, 2015. The agreement may be renewed by mutual agreement of both parties for two (2) additional one (1) year terms.

CDD will provide the following:

SUPPLIES AND SERVICES

All collection devices, shipping boxes, postage paid shipping envelopes, and testing are included in the per test price. All supplies will be tracked by our computer and automatically shipped to keep your inventory well stocked.

RESULTS

Your results summary report and hard copies will be reported out to you **by 12:00 pm central time *the same business day your specimens are received in our laboratory***. Repeat testing, confirmations and additional testing not performed by CDD may take an additional day or so. Cultures, Cytopathology and Histopathology test results will be reported to your clinics in 3-5 business days.

When results become available, an e-mail message will be sent notifying you that you have results available. This e-mail message will direct you to a secured access web site where you can download, view and print your results. These will be the ***official*** results. As a courtesy we can also send electronic results in an HL7 format to be uploaded into an electronic medical record system. For compliance with CLIA, CAP and other accrediting organizations we will continue to send both sets of results until you provide us with validation screen shots that the hard copy results correlate with the HL7 results and instruct us to discontinue the hard copy results.

AFTIS

AFTIS software and label printers will be ***provided to all locations at no extra charge!*** AFTIS is our automated paperless software system that allows you to pre-register your patients, select tests to be performed, print barcode labels, retrieve results and print same day hard copies. The use of the AFTIS system will be mandatory for all sites.

P.O. Box 659509, San Antonio, Texas 78265-9509 — Phone: 888 858 8663, Fax: 888 858 8664 — www.cddmedical.com

TRAINING

CDD will fully train representatives of Gila County Health Department on procedures related to the submission of laboratory specimens to the lab. This will include collection of specimens, use of AFTIS, and specimen packaging for UPS shipping. CDD will provide this same training for any new staff of the Gila County Health Department.

BILLING

We bill monthly for tests performed in our laboratory. Payment is due upon receipt of invoice. CDD will bill for all public and private 3rd party insurers for tests we perform. CDD reserves the right to stop accepting claims for one or more insurance providers. CDD will re-invoice Gila County Health Department for any rejected 3rd party claim **only** if the patient was not covered at the time of service or if Gila County Health Department does not provide appropriate ICD-9 codes. These charges will be at the contract price agreed upon in this agreement.

In the event that CDD is denied reimbursement from a patient's insurance provider we reserve the right to request payment from the patient for lab tests performed. The rate charged to patients will be at a rate different than what is listed in this agreement.

Your initials confirm that you understand and accept all of the above.

Initial ld.

MONTHLY REPORTS

CDD will provide monthly reports that specify the number of tests and number of positives defined by Male/Female to help you with documentation needed for grant writing and budget writing. Each site will be given the option to receive this report. Statistical reports are also available for the Clinical Services Director.

TRANSPORTATION

Specimens will be transported by a next day service courier. During the shipping process specimens could be lost or damaged. Although this is a very rare occurrence, CDD will not be held liable. Pre-printed labels and/or pre-printed postage paid mailers will be provided by CDD for shipment of specimens.

Your initials confirm that you understand and accept all of the above.

Initial ld.

CYTOLOGY/HISTOLOGY

All abnormal Pap test results will be reviewed by a pathologist. These pathology reviewed abnormals will be assessed a pathology review fee (see below). Pap Tests will be reported using widely accepted Bethesda 2001 terminology. A unique consistent Patient Identification number is mandatory for all cytology/histology requests. This patient identifier is used to correlate current requests with past results.

Immunohistochemical (IHC) staining is now offered by CDD. These special stains are used today in the diagnosis of certain difficult to differentiate abnormal cells. This staining process is not required or even common practice, but again, is helpful for certain difficult to call cases. IHC staining is not ordered by the clinician, it can only be ordered by the pathologist reviewing the case if they find it may be useful for added clarity. Since IHC staining does not fit into the budgets of all clients and is not a medical necessity, we are instituting a simple system that allows you to opt out of additional IHC staining if your patient does not approve of directly paying the additional cost. Below please find two options to choose from. Let us know which method you prefer, automatic IHC staining and billing to the site, or IHC staining only with prior written permission.

__✓__ NO, we do not want IHC staining to be performed automatically if called for by the reviewing pathologist and billed to our facility. Rather we want to be notified in writing prior to IHC staining use. If we do not respond within 24 hours of receipt of the request, CDD may assume that the patient did not authorize the extra process and cost.

_____ YES, we want IHC staining to be performed automatically if called for by the reviewing pathologist and billed to our facility.

Your initials confirm that you understand and accept all of the above.

Initial __ld__.

PRICING

Pricing is for the device, testing of the device, and transportation. All pricing is confidential and is based on the volume you have provided us. Should test volumes differ significantly from what is listed, CDD reserves the right to re-visit pricing. ***Below pricing is subject to review if not accepted by 5:00 pm central time on February 29, 2014.***

Gila County Health Department

Test	Est. Volume (Per Year)	Price Per	CPT 1	CPT 2
Urine CT/GC Combo	153	$ 11.85	87491	87591
Thin Prep	40	$ 16.50	88142	
Syphilis	As Needed	$ 6.60	86592	
HPV by Thin Prep Liquid	As Needed	$ 39.60	87621	
Pathology Review	As Needed	$ 7.00	88141	

CANCELLATION PURSUANT TO A.R.S.§38-511

All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

LIABILITY INSURANCE

Center for Disease Detection, LLC shall obtain and maintain in full force and effect during the term of this Agreement, at its sole cost and expense, comprehensive professional liability insurance coverage with an insurance carrier reasonably acceptable to Gila County Health Department. Such insurance coverage shall be in such amounts and subject to such deductibles as are consistent with industry practices. On request, Center for Disease Detection, LLC shall produce proof of such insurance coverage to Gila County Health Department.

INDEMNIFICATION

Center for Disease Detection, LLC shall indemnify and hold harmless Gila County Health Department its officers, directors, agents and employees against any and all actions, claims, or demands and against any and all costs and expenses, including but not limited to reasonable attorney's fees, arising out of an injury to a person or property as the result of the negligent act or omission of Center for Disease Detection, LLC its physicians, officers, directors, agents, or employees.

Gila County Health Department shall indemnify and hold harmless Center for Disease Detection, LLC its officers, directors, agents and employees against any and all actions, claims, or demands and against any and all costs and expenses, including but not limited to reasonable attorney's fees, arising out of an injury to a person or property as the result of the negligent act or omission of Gila County Health Department, its physicians, officers, directors, agents, or employees.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A).

The Contractor or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement by Gila County. Gila County retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Gila County and to cooperate with Gila County's inspections.

CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §35-397, Contractor hereby certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393(12), in Iran.

ATTACHMENT A
Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship of the Parties: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: *If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.*

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who

performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

This agreement is effective from February 1, 2014 until January 31, 2015.

CDD Representative Signature	***Client Representative Signature***
Michael E. Kossman ***CDD Representative Name (print)***	DON E. McDANIEL, JR. ***Client Representative Name (print)***
Sales Manager ***CDD Representative Title***	COUNTY MANAGER ***Client Representative Title***
1-14-2014 ***Date Signed***	1/22/14 ***Date Signed***