

Laboratory Services and Testing Agreement

This Agreement is entered into between Monument Health Rapid City Hospital, Inc., d/b/a Monument Health Rapid City Hospital whose principal place of business is located at 353 Fairmont Boulevard, Rapid City, South Dakota 57701 (the "Hospital") and Lawrence County Emergency Management whose principal place of business is 80 Sherman Street Suite 2 Deadwood, SD 57732 (the "Client"). Hospital and Client may each be referred to herein as a "party" or collectively as the "parties."

WHEREAS, the Hospital operates an acute care hospital in Rapid City, South Dakota, and, as part of its operations, the Hospital operates a state-of-the-art, high capacity and multi-functional medical laboratory that is certified under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA");

WHEREAS, the Hospital laboratory is capable of conducting various laboratory services (the "Laboratory Services") on behalf of Hospital patients as well as the patients of physicians, clinics and other hospitals within the Hospital's service area, and;

WHEREAS, the Client desires to engage the Hospital to provide or perform certain Laboratory Services, as specified in this Agreement, for or on behalf of patients of the Client.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Hospital.

- (a) Laboratory Services. Hospital agrees to provide Client with the Laboratory Services on Attachment A, attached hereto and incorporated herein by reference. The parties agree that Hospital may add or remove Laboratory Services from Attachment A or adjust the prices of Laboratory Services at its sole discretion, but

must provide written notice to the Client of those additions and/or deletions or price adjustments during the term of this Agreement. Client and Hospital agree that the updated Attachment A, as amended by Hospital and provided to Client, shall become part of this Agreement. Hospital agrees to render all Laboratory Services provided under this Agreement in accordance with its then-current policies and procedures and all applicable rules and regulations.

- (b) Record Retention. Hospital agrees to maintain all records and reports that evidence performance of the Laboratory Services for a period of time as required under this Agreement and by any applicable Federal and State law and regulations. These records shall be available for inspection or audit upon reasonable request of the Client and as otherwise permitted by law.
- (c) Site of Laboratory Services. Except for those Laboratory Services that the Hospital, in its sole discretion, may, from time to time, elect to send to its designated reference laboratory, the Hospital agrees it will provide Laboratory Services contracted for under this Agreement at Hospital's Laboratory at 353 Fairmont Boulevard, Rapid City, South Dakota 57701.
- (d) Laboratory Service Results. Hospital shall use commercially reasonable efforts to deliver all results of completed Laboratory Services ("Results") by transmitting the Results to Client or the ordering practitioner, as designated by the Client.

While Hospital shall endeavor to provide prompt turnaround times of Results, the parties agree that the Results may be delayed due to additional, repeat or confirmatory testing required for such specimens, force majeure, or acts outside of Hospital's control.

(e) Courier Services. Hospital agrees to provide courier service to Client to pick up specimens for the performance of Laboratory Services according to a schedule to be separately provided to Client and from time to time modified upon notice to Client. Client shall timely notify Hospital if such courier service is not required (if, for example, Client is not requesting any Laboratory Services on a scheduled day). Client agrees such courier services shall not be used for any other purposes other than picking up and transporting specimens for Laboratory Services. Client shall ensure that all specimens that have not yet been picked up by courier for delivery to Hospital are stored appropriately in a specimen refrigerator/freezer or in another manner, if necessary, until such pick-up. Further, Client shall not use the specimen refrigerator, which is used to store tissue, urine and blood samples, to store food or drugs.

2. Duties of Client.

- (a) Specimen Handling and Requests. Client shall be responsible for the drawing, collection and processing of specimens sent to Hospital for the performance of Laboratory Services. Client shall ensure that all specimens:
- i. are prepared and transported in accordance with Hospital's policies and procedures;
 - ii. are appropriately packaged prior to pickup/transport in accordance with Hospital's policies and procedures and other guidelines provided by Hospital to Client from time to time, securely sealed and properly labeled for transportation to Hospital and in accordance with applicable law; and

iii. are sent with all documentation, requisition forms, and other information required by Hospital.

(b) Laboratory Service Orders and Documentation. Client agrees that Hospital shall only furnish the requested Laboratory Services when specimens have been submitted pursuant to a valid physician order, which shall mean either (a) an accurately completed Hospital requisition form; and/or (b) an electronic order for Laboratory Services from a physician or other person as authorized by law and Hospital policies and procedures to place such orders on behalf of Client's patients. Client shall be responsible for transmitting to Hospital all information required for the orderly, accurate, and efficient delivery of Laboratory Services.

(c) Record Retention. In addition to the documentation provided by Client in Section 2(b), Client agrees to retain in its records documentation to support the medical necessity of the Laboratory Services as may be required by federal health care program and/or commercial payers, including, but not limited to, an order authenticated by the authorized ordering practitioner using an electronic or handwritten signature, the applicable diagnosis code(s) to support the Laboratory Service, and any other underlying clinical information required to support the medical necessity of the Laboratory Service. This documentation shall be available for inspection or audit upon reasonable request of the Hospital and as otherwise permitted by law and this Agreement.

3. Payment for Services.

(a) Billing to Client. For all other Laboratory Services not billed in accordance with Section 3(a), the Hospital shall bill Client and Client agrees to pay Hospital in

accordance with the terms and pricing provided on Attachment A to this Agreement. In such circumstances, the following terms apply:

- i. Hospital agrees that it shall not submit any bills to the patient or the applicable payer for such Laboratory Services.
- ii. Hospital shall invoice Client on a monthly basis for Laboratory Services requested by Client and performed by Hospital. Invoices shall be paid by Client within thirty (30) days of the date of Hospital's invoice. Any charges remaining unpaid after thirty (30) days shall be subject to an increase of 1.5% per month, both before and after judgment and continuing each month until paid. Charges still outstanding after ninety (90) days of invoice date are subject to collection and all collection or arbitration expenses, attorneys' fees and court costs, as applicable, shall be borne by Client. All claims, requests for adjustment, and notification of errors must be brought to the attention of Hospital within thirty (30) days of the date of invoice, or such charges shall be deemed accepted by Client.
- iii. Upon termination of this Agreement, all compensation for Laboratory Services earned by Hospital to the date of the termination shall be paid within fifteen (15) days following the date of final invoice.
- iv. Charges for tests forwarded to a non-Hospital laboratory ("Referral Tests") are based on costs associated with Referral Tests and are subject to change without notification.

- (b) Cooperation. Each party shall cooperate in the sharing of relevant information with the other party, including, but not limited to, clinical, demographic, insurance, and employment information regarding the patient, as appropriate to facilitate a party's obtaining complete information on each specimen for billing and collection purposes in accordance with the terms of this Agreement.

4. Term and Termination. This Agreement shall commence effective October 1, 2023 ("Effective Date"), and shall continue for a period of one (1) year. Thereafter, it will automatically renew for successive terms of one (1) year each unless either party provides written notice to the other party of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then-current term. This Agreement may also be terminated by:

- (a) Mutual agreement of the parties;
- (b) Upon thirty (30) days prior written notice by either party, regardless of whether the then-current term is approaching;
- (c) Either party, upon a material breach of this Agreement by the other party where that breach was not cured by the breaching party within fifteen (15) days of receipt of notice of the breach, this Agreement shall then terminate as of the date of such prior written notice.

5. No Influence of Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent

with what the Hospital and the Client reasonably believe to be the fair market value for the services provided.

6. Compliance with Laws. The parties agree that, in connection with this Agreement, they will comply with all applicable laws and regulations, including but not limited to the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)) and the Stark Law (42 U.S.C. § 1395nn) and those statutes' corresponding regulations.

7. Eligibility to Participate in Federal Programs. The Client certifies that neither it, its shareholders, directors, officers, agents or employees are excluded, debarred, suspended or otherwise ineligible to participate in any federal health care program, as that term is defined in 42 U.S.C. § 1320a-7b(f), nor has been convicted, under federal or state law, of a criminal offense related to (i) the neglect or abuse of a patient, or (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid programs. The Client also agrees that if it becomes ineligible to participate in any of the previously listed programs, it will immediately notify the Hospital. This Agreement shall terminate immediately and without penalties if the Client becomes ineligible under any of these programs.

8. Insurance. Hospital agrees to maintain in force professional liability insurance covering its provision of the Laboratory Services in an amount of not less than \$1,000,000. Client agrees to maintain in force comprehensive general and professional liability insurance in an amount of not less than \$1,000,000.

9. Indemnification. The parties agree to indemnify and hold harmless the other, their respective directors, officers, employees, agents and assigns from any liability, claims, loss, cost, or damages, including reasonable attorney fees, for actions arising solely from their negligence or solely from the negligence of its officers, agents, employees, or assigns.

10. HIPAA. The parties agree that each shall comply with the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations thereto ("HIPAA") and other state or federal health information privacy and security laws (collectively, the "Privacy Laws"). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that the parties are in all times in conformance with all Privacy Laws.

11. Miscellaneous Terms.

- (a) Independent Relationship. The relationship between Hospital and Client pursuant to this Agreement is that of independent entities contracting with each other, and neither party shall be construed to be a joint venturer, partner, agent, employee, or representative of the other.
- (b) Non-assignment. This Agreement may not be assigned by either party without the prior written agreement of the other party.
- (c) Entire Agreement. This agreement represents the entire understanding of the parties in relation to the subject matter of this Agreement. There are no other agreements or understandings between the parties relating to the subject matter of this Agreement, either oral or written, relating to Laboratory Services. Amendments to this Agreement shall be in writing and signed by both parties. Any agreements between the parties relating to other subject matters are stored in Hospital's contract management system.
- (d) Access to Books and Records. If and to the extent required by Section 1395x(v)(1)(i) of Title 42 of the United States Code, until the expiration of four

(4) years after the termination or expiration of the Agreement, each Party shall make available, upon written request by the Secretary of the Department of Health and Human Laboratory Services, or upon request by the Comptroller General, or any of their duly authorized representatives, a copy of the Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided under the Agreement. The parties further agree that, in the event it carries out any of its duties under the Agreement through a subcontract with a related organization with a value or cost of ten thousand dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Laboratory Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

- (e) Notice. All notices under this Agreement shall be in writing and given in person, first class registered mail or by overnight delivery service, delivery costs prepaid, or transmitted by facsimile (so long as such facsimile is followed by mailing the transmitted notice document in accordance with this Section), addressed to the parties at the addresses specified below or to such other address of which either party may notify the other pursuant to this sentence.
- (f) Choice of Law. This Agreement shall be interpreted according to the laws of the State of South Dakota.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed effective as of the Effective Date.

HOSPITAL

CLIENT

Kelli Sorenson
By: Kelli Sorenson
Its: Laboratory Outreach
Manager

By: _____
Its: _____

Date: 9/29/2023

Date: _____

Attachment A
Laboratory Services

PSA	\$15.00
Vitamin D	\$15.00
TSH	\$12.00
CBC	\$10.00
CMP	\$12.00
Lipid Panel	\$12.00
Iron	\$10.00