

NEBRASKA PUBLIC HEALTH LABORATORY AGREEMENT FOR LABORATORY SERVICES

This Laboratory Services Agreement ("Agreement") made this first day of January, by and between Board of Regents of the University of Nebraska, a public body corporate for and on behalf of the University of Nebraska Medical Center College of Medicine, d/b/a Nebraska Public Health Laboratory (hereinafter called "NPHL") and Lincoln Lancaster County Health Department (hereinafter called "Client") with reference to the following facts:

WHEREAS, NPHL is engaged in the business of providing clinical laboratory reference testing services and pursuant to the terms set forth herein, desires to provide clinical laboratory reference testing services to Client;

WHEREAS, Client is a health facility engaged in the business of providing health care and desires to receive clinical laboratory services provided by NPHL;

NOW THEREFORE, Client and NPHL agree as follows:

ARTICLE 1. Term

The initial term of the Agreement shall commence July 1, 2013 and terminate June 30th, 2015. The Agreement shall be automatically renewed each July 1 for a twelve (12) month period upon renewal of the Agreement.

ARTICLE 2. Termination

2.1 Termination without Cause. This Agreement may be terminated by either party with 90 days prior written notice.

2.2 Termination for Cause. Either party may terminate this Agreement for cause. Written notice of termination for cause shall be given to the other party at least thirty (30) days prior to the proposed date of termination. The notice shall state in detail the reason(s) for termination. If the reasons for termination are cured prior to the proposed date of termination, then the Agreement shall not terminate.

2.3 Termination upon Mutual Agreement. At any time the parties may mutually agree to terminate this Agreement and enter into a new agreement.

2.4 Termination Due to Change in Law. In the event there are substantial changes or clarifications to any applicable laws, rules or regulations that materially affect, in the opinion of either party's legal counsel, the affected party may, by written notice to the other party, propose such modifications to this agreement as may be necessary to comply with such change or clarification. Upon receipt of such notice, the parties shall engage in good faith negotiations regarding any appropriate modifications to this agreement. If such notice is given and the parties are unable within 60 days thereafter to agree to appropriate modifications to this agreement, either party may terminate this agreement by providing at least 30 days' notice to the other party.

2.5 Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement.

2.6 Return of Equipment and Supplies. If either party terminates this Agreement, with or without cause, NPHL shall be liable for all shipping charges Client may incur for the return of all equipment and supplies already delivered but for which Client no longer has any use as a result of such termination.

2.7 Laboratory System Interfaces. If either party terminates this Agreement during the initial term period specified in Article 1, the Client shall be liable for the costs incurred by NPHL in establishing any laboratory interfaces. Interface software license and installation costs prepaid by NPHL will be prorated on a monthly basis for the term period specified in Article I. The Client shall reimburse NPHL for the months the interface is not utilized as specified in Exhibit B.

ARTICLE 3. NPHL Rights and Obligations

3.1 NPHL agrees to use its best efforts to accomplish the services and obligations identified in the attached Clinical and Anatomic Laboratory Services Work Scope (Exhibit A) and if applicable, the interface agreement (Exhibit B). Performance and completion of the requirements under this Article will be considered acceptable if the work is performed in accordance with the high standards of professional skill and the indicated level of effort has been substantially applied, provided, however, that all other requirements are met as specified under this agreement.

3.2 UNMC warrants to Client that all services provided hereunder shall be performed in accordance with established and recognized clinical laboratory testing procedures and with reasonable care in accordance with applicable federal, state, and local laws. No other warranties are made by NPHL.

ARTICLE 4. Costs and Fees

4.1 NPHL Pricing.

4.1.1 Generally. Contract pricing as set forth in the attached Exhibit C is based on Client's current projected volumes and will be effective throughout the Initial Term provided. The Commitment Level requirements shall exclude testing that is in-sourced by Client, testing offered by NPHL but requested for specific methodology requirements and reference ranges not offered by NPHL, testing withheld due to sample stability requirements or any other patient care requirements, testing where state regulatory or licensing requirements precludes testing at NPHL, and shall not include Services from the following product lines: transfusion services, tests provided by state-funded laboratories, and forensic toxicology (SAMSHA).

4.1.2 Price Adjustments. NPHL reserves the right to adjust the pricing offered to Client under the following conditions: methodology changes, the introduction of new technologies for existing tests, tests which become approved by the Food and Drug Administration, testing performed pursuant to a license agreement, tests that are currently, may become, or are no longer outsourced to third-party reference laboratories, and group/panel tests for which a billable component has been added or deleted. NPHL agrees to notify Client of any such price change thirty (30) days prior the effective date of change.

4.2 Payment of Invoices.

4.2.1 Generally. Invoicing will be monthly, in arrears, for testing performed during the previous month. As required by law, (provider) shall bill Client directly for all reference laboratory services provided pursuant to this Agreement.

4.2.2 Payment Terms. (provider's) invoices are due in full upon receipt and must be paid within 30 days of the invoice date. Any charges unpaid after 30 days are subject to a late fee of 1½% per month until paid.

4.2.3 Invoice Format. Client will receive an original, printed invoice. If Client establishes multiple (provider) account numbers, Client may elect to receive an individual invoice for each account number or an aggregate invoice reflecting the activity on all account numbers.

4.2.4 Manner of Payment. All payments shall be sent to the address below and shall be deemed paid as of the date of receipt.

NPHL
Attn: Keith Young
985900 Nebraska Medical Center
Omaha, NE 68198-5900

4.2.5 Collections. In the event any amount due and owing by Client is placed with an attorney for collection and client does not have a good faith dispute with respect to the amount due and owing or fails to prevail, in total, for the amounts alleged to be due and owing, Client herein agrees to pay court costs and reasonable attorney's fees.

ARTICLE 5. Insurance

The Parties shall continuously maintain in effect, and assume full responsibility for the professional liability insurance, general liability insurance and workers' compensation coverage of its operations and employees. Such coverage shall be consistent with those levels of coverage as deemed appropriate by this Agreement as well as State and Federal law for the services and obligations contemplated by this Agreement.

ARTICLE 6. Indemnification & Hold Harmless

To the maximum extent permitted by law, each Party hereto agrees to indemnify and defend all other Parties hereto against, and to hold it harmless from, all claims, suits, liability, expense or damage, including reasonable attorneys' fees and court costs, for damage to property, injury to persons (including death) and any other claims, suits or liability on account of the negligent acts, errors or omissions, or willful misconduct of such Party, or of any of its subcontractors, officers, agents, or employees, unless such damage, injury, claim or loss is caused by the negligence, errors or omissions or willful misconduct of the Party seeking indemnification under this paragraph. In no event shall any Party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred or alleged to have been incurred.

ARTICLE 7. References to the Other Parties

Each Party may use any of the other Parties' names in public statements or literature for the purpose of identifying the working relationship between them; provided, however, that any other use by any Party without the prior written consent of the other Party of the name, logos, or identity in any advertising or marketing material of the other is prohibited.

ARTICLE 8. Independent Contractors

NPHL employees will be considered employees of NPHL and in no event shall NPHL employees or students be considered employees of Client. Client employees will be considered employees of Client and in no event shall Client employees be considered employees of NPHL. As such, each Party shall be solely liable for all obligations placed upon them independently, including, at a minimum, federal and state law, rules, and regulations.

ARTICLE 9. Subcontractor Clause

The following provisions are included because of the possible application of Sec. 1861(v)(1)(I) of the Social Security Act to this Agreement; but if that section should be found inapplicable to this Agreement, then this clause shall be deemed not to be part of this Agreement and shall be null and void:

Until the expiration of four (4) years after the furnishing of Services under this Agreement, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, the party receiving such a request shall make available such books, documents, and records as are necessary to certify the nature and extent of the cost hereunder. If either party carries out any of its duties under this Agreement through a subcontract for the value or cost of Ten Thousand and no/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization or with another subcontractor, such subcontract shall contain a clause placing the same duty on the related organization or subcontractor as this contract places on the Parties specified within this Agreement.

ARTICLE 10. Confidential Information

The Parties shall maintain and safeguard the privacy, security, and confidentiality of all individually identifiable health information transmitted or received in connection with this Agreement, in accordance with applicable Nebraska law and provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and in accordance with all applicable federal, state and local statutes, regulations and policies regarding the confidentiality of patient health information.

ARTICLE 11. Proprietary Information

11.1 Client acknowledges and agrees that in the course of performing the services as contemplated by this Agreement, Client will have access to existing, and will occasionally acquire, data and information which is confidential and proprietary to NPHL including, but not limited to, patient lists and demographic information, trade secrets, copyrighted work and patentable subject matter which provides NPHL and Client with a competitive advantage in its relevant markets and which Client would not otherwise know. Client acknowledges that NPHL is the owner of all such information. Client agrees that in the course of performing the services as contemplated by this Agreement, Client may organize, compile, manipulate or categorize, subject to applicable HIPAA limitations, patient and non-patient individually identifiable (as defined by HIPAA) proprietary or other information into Data Compilations.

11.2 Client agrees to keep the NPHL Confidential Information confidential, and not to publish or disclose it. Client agrees that it will not use the NPHL Confidential Information for any purpose other than in respect to this Agreement. Any disclosure or use of the NPHL Confidential Information by Client, other than as provided in this Agreement, may cause serious harm or damage to NPHL, its owners, managers, officers and directors. In this regard:

- a) NPHL Confidential Information may be disclosed only to those who need such information for the purposes contemplated by this Agreement (it being understood that those employees, officers, directors, advisors and representatives shall agree to restrict publication or disclosure in accordance with this Agreement); and
- b) It shall not be a violation of this Agreement to disclose or publish information: (i) which is now or hereafter in the public domain through no fault of Client; (ii) which Client is obligated to produce under applicable law or court of competent jurisdiction; (iii) which is lawfully received by Client from a third party with no restriction on further disclosure; or (iv) prior to disclosure hereunder, it is properly within the rightful possession of Client.

11.3 Upon request of NPHL, Client shall return all documents that contain NPHL Confidential Information. In addition, Client shall delete all Confidential Information from all of its computer files. Within ten (10) days after written request from NPHL, Client shall certify to NPHL in writing that it has returned all documents containing NPHL Confidential Information and deleted all NPHL Confidential Information from its computer files, and that it has not retained, and does not have in its possession, any NPHL Confidential Information in any form. Any disclosure or use of the NPHL Confidential Information by Client, other than as provided in this Agreement, may cause serious harm or damage to NPHL, its owners, managers, officers and directors and the Client. Material and irreparable harm shall be presumed if Client breaches any provision of this Agreement. Each Party agrees that a court of competent jurisdiction may immediately enjoin any breach of this Agreement upon request of the other, which shall also be entitled to other rights and remedies which it may have in law or in equity. This provision shall survive the termination of this Agreement.

ARTICLE 12. Intellectual Property

12.1 It is expressly agreed that neither of the Parties named herein, as well as any employee, agent, or subcontractor will transfer by operation of this Agreement to the other party any patent right, copyright or other intellectual property right that the respective party owns as of the commencement of this Agreement.

12.2 NPHL is entitled to the outcomes and intellectual property and ownership rights of all services as provided hereunder this Agreement unless subsequent contractual agreements may define the allocation of intellectual property differently.

ARTICLE 13. Record Retention

13.1 When appropriate, all pertinent records and books of accounts related to this agreement, in possession of the NPHL, shall be retained for a period sufficient for NPHL to satisfy state and/or federal laws.

13.2 When appropriate, all pertinent records and books of accounts related to this agreement, in possession of the Client, shall be retained for a period sufficient for Client to satisfy state and/or federal laws.

13.3 Records relating to any litigation or claim arising out of the performance of this agreement, or costs and expenses of this agreement to which exception has been taken as a result of audit and/or inspection, shall be retained by NPHL until such litigation, claim or exception has been resolved.

ARTICLE 14. Additional Provisions

14.1 Administrative Considerations. Where policies of the Client differ from those of the NPHL, such as travel reimbursement, fringe benefits, etc., the policies of the NPHL shall be applicable to cost incurrence under this agreement provided such policies comply with state and federal rules and regulations.

14.2 Notices. Any and all notices, requests, payments, demands, consents, approvals, and other communications required or permitted hereunder shall be given to the respective Parties in writing, either by personal delivery or registered or certified mail, postage prepaid, return receipt requested, addressed to Client or NPHL, as the case may be, as follows:

If to Client:

If to NPHL:

University of Nebraska Medical Center
985900 Nebraska Medical Center
Omaha, NE 68198-5900
Attn: Steven D. Kuss
Administrative Director, UNMC Pathology/Microbiology
With a Copy to: Richard A.
Spellman, J.D.
Associate General Counsel for Healthcare
University of Nebraska General Counsel
University Medical Center
987810 Nebraska Medical Center
Omaha, NE 68198-7810

or at such other address(es) or to such other person(s) as either Party may from time to time designate by notice given as herein provided. Notices shall be deemed effective when personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

14.3 Captions and Construction. The captions used throughout this Agreement as headings of the various sections or subsections thereof are for convenience only, and such captions are not to be construed to be a part of this Agreement or to be used in determining or construing the intent or context of this Agreement.

14.4 Force Majeure.

- a) In the event that facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as NPHL determines that its premises or the facilities shall again be tenantable. In the event that NPHL determines that its facilities have been entirely or substantially destroyed by fire, earthquake, or other catastrophe, this Agreement may be terminated by either Party upon not less than ten (10) days prior written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as NPHL shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided herein. In the event that NPHL gives written notice that it shall erect or otherwise acquire such new facilities. Nothing in this Agreement shall obligate NPHL to erect or otherwise acquire such new facilities.
- b) Notwithstanding any provision in this Agreement to the contrary, NPHL shall not be deemed in default hereunder for failing to perform or provide any of the facilities, space, supplies, services, personnel or other obligations to be performed or provided pursuant to this Agreement if such failure is the fault of any labor dispute, act of God, inability to obtain labor or materials, governmental restrictions or any other event which is beyond the reasonable control of Hospital.

14.5 Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

14.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

14.7 No Third Party Beneficiary. None of the provisions contained herein are intended by the Parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

14.8 No Authority. Client does not have the right or authority to enter into any contract in the name of the NPHL or otherwise bind or obligate NPHL in any way without the express written consent of NPHL. Client shall not represent any such authority to any person or entity not a party to this Agreement.

14.9 No Discrimination. In performing their respective obligations pursuant to this Agreement, neither Party shall discriminate against any patient or employee on the basis of age, sex, sexual orientation, race, creed, color, national origin, religion, disability, health status, ability to pay or participation in a prepaid health care plan, publicly funded plan, or any other health insurance carrier.

14.10 Counterparts. This Agreement may be executed in any number of counterparts; each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same Agreement.

14.11 Entire Agreement/Amendments. This document constitutes the entire agreement between the Parties, and it may be amended at any time only by mutual consent of the Parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by NPHL and Client. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (whether written or oral) between the Parties with respect to such subject matter.

14.12 Assignment. This is a personal service contract and Client shall not assign, or in any manner transfer its rights or responsibilities under this Agreement without the written consent of NPHL. NPHL may assign this Agreement to any successor to all, or substantially all, of its operating assets or to any affiliate of NPHL. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective, permitted successors and assigns.

14.13 Waiver of Breach. A waiver by either Party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

14.14 No Exclusion. Client parties hereby represent and warrant that they are not currently and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Client hereby agrees to immediately notify NPHL of any threatened, proposed, or actual exclusion from any federally-funded health care program, including Medicare and Medicaid. In the event that Client is excluded from any federally-funded health care program during the term of this Agreement, or, if at any time after the effective date of this Agreement, it is determined that Client is in breach of this paragraph, this Agreement shall, as of the effective date of such exclusion or breach, be automatically terminated.

14.15 Referrals. NPHL nor Client shall be compensated wherein the compensation reflects, directly or indirectly, the volume or value of referrals or other business generated between such parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the date hereinafter set forth.

For the Client:

Chris Beutler
Mayor of Lincoln
555 S. 10th Street
Lincoln, NE 68505

For the Board of Regents:

Deborah Thomas 
Deborah Thomas
Assistant Vice Chancellor for Business and Finance
University of Nebraska Medical Center

Date of Execution: _____

Date of Execution: 6-28-13

EXHIBIT A
Clinical and Anatomic Laboratory Services

General Provisions

Nebraska Public Health Laboratory (NPHL) will provide clinical laboratory testing services in conjunction with its clinical partner, The Nebraska Medical Center. Services will include information technology management, and professional consultation.

Client Services

Client Services hours of operation are Monday through Friday, 7am to 9pm, and Saturday 8am to 3pm.

NPHL will provide an after- hour on-call pager for inquiries: On-call pager: 1-402-888-2086.

The clinical laboratory hours of operation are 24 hours/day, 7 days/week. STAT services will be provided as outlined by test in the web based directory of services or by pathologist approval. The Website for NPHL can be found at www.nphl.org. This site maintains a test directory, phone directory of NPHL key contacts, laboratory certifications, on-line supply order function, new test updates, departmental specific information, and links to sites of interest.

Specimen Transportation

NPHL will provide transport of specimens using a NPHL subcontractor, who is licensed, bonded, and insured. This service will include pickup and transport of specimens to NPHL days and times as mutually agreed upon with the Client. NPHL and its subcontractors will provide for the delivery of specimens from the Client facility to the NPHL in such a manner as to insure proper transport and handling of specimens within procedure-specific optimal temperature ranges.

NPHL subcontractors will comply with all applicable standards and specific safety requirements including, D.O.T., I.A.T.A, and CDC for transportation of diagnostic/laboratory specimens. Employees of subcontractors undergo annual training regarding specimen transport and blood borne pathogens.

NPHL will provide training to Client personnel on the proper packaging and handling of specimens as needed by the Client facility to assure proper processing of specimens.

Specimen Adequacy

Specimens are immediately processed by NPHL upon receipt and checked for adequacy consistent with the NPHL specimen test directory. The receipt of an unacceptable specimen will be communicated to Client via phone and/or faxed documentation.

Specimen Labeling

To ensure positive identification from the time of collection until the testing is complete all specimens submitted to NPHL must be adequately and legibly labeled. The writing instrument used to label the specimen must be able to withstand transport time and temperature conditions.

Label all specimens submitted to NPHL with:

- Patient's first and last name
- A second identifier, preferably the date of birth

Human specimens, including those received from outside the institution will meet the National Patient Safety Goal requirements, using at least two unique identifiers. At a minimum, specimens must be labeled with complete first and last name plus one additional identifier (i.e., birth date, referring institution medical record number, etc). Non-human/non-identified study specimens may be received using the research/study number only, as long as the identification on the specimen matches the identification on the accompanying paperwork.

- Date and Time of collection
- The collection source/site must be included on the specimen container and test requisition for all infectious disease, microbiological, PCR, and anatomic testing.

- Label must be affixed firmly to the primary specimen container, not the lid of the container. Microtainers may be placed in a larger tube but the labeling must be on the microtainer.

Specimen Rejection/Test Cancellation

All specimens must be collected, labeled, transported, and processed according to information in the test directory. The specimen may be rejected or the test may be cancelled if the requirements for collection and transport are not met. The client will be notified prior to rejection of a specimen or the cancellation of a test. A report will be issued documenting the reason for the test cancellation or rejection. Listed below are the most common reasons for specimen rejection or test cancellation. This list is not all inclusive.

- Inappropriate specimen type
- Unacceptable specimen condition (i.e, hemolysis, clotted specimen)
- Inappropriate specimen tube/container
- Insufficient volume for testing (QNS)
- Improper specimen transport
- Specimen received in a syringe with a needle attached
- Specimen that has leaked in transit
- Specimen sent in expired collection container/tube/collection kit
- Specimens sent in incorrect or expired transport media
- Incomplete test request form
- Test request form without a specimen
- A specimen without a test request form
- Incomplete test request form (i.e., test not marked)
- Identification discrepancies/mislabeled/unlabeled specimens *
- No source provided**

*Identification discrepancies, mislabeled or unlabeled specimens may result in the need for recollection of the specimen unless it is identified as an irretrievable specimen by NPHL. Irretrievable specimens may include but are not limited to: CSF, tissue, a fluid, pleural fluids, bronchial washings, arterial blood gases, and anatomic specimens. The decision regarding the handling of each specimen will be made on a case by case basis.

**The source of the specimen must be included on the test request form. The source is required for Microbiology, PCR, and Anatomic testing. Refer to the test directory for instructions for individual tests that require the source noted on the test request form

Discrepancies

Any discrepancy between patient information on the specimen and the test requisition will be resolved before the test request is processed. A "Correction Request" form is faxed to the client if there is a discrepancy in the name spelling or date of birth. The form must be signed and faxed back NPHL before testing will be performed.

Mislabeled specimen

A specimen is considered mislabeled if the name on the specimen does not match the name on the test requisition and the client will be notified. An "Unlabeled/Mislabeled Specimen" form will be faxed to the client, If the specimen is determined to be irretrievable. The form must be signed by the ordering provider and faxed back to NPHL before testing will be performed.

Unlabeled specimen

A specimen is considered unlabeled if the specimen is missing the patients first and last name or a designated identifier that takes the place of the patients first and last name. A specimen is considered unlabeled even if the specimen is in the same transport bag as the test requisition or if labels are in the transport bag but are not affixed to the specimen. Specimens will be discarded and the test order cancelled, unless specimen is determined to be irretrievable. If the specimen is considered irretrievable as described, an "Unlabeled/Mislabeled Specimen" form will

be faxed to the client. The form must be signed by the ordering provider and faxed back to NPHL to initiate the test order.

Specimen Collection Supplies

Specimen collection and transport materials will be supplied by the NPHL to Client as mutually agreed upon. Specimen collection supplies can be ordered online at www.nphl.org under the customer care tab.

Test Information

NPHL will provide to Client:

- A list/catalog of tests/procedures offered with instructions for specimen requirements and handling is available at its web site at www.reglab.org
- The turnaround time schedule (listing the expected time interval from receipt of specimen to reporting of test results) can be found at www.reglab.org.

Testing referred from NPHL does not have a separate charge for specimen handling/processing for those tests sent to a second laboratory and NPHL does not invoice this as miscellaneous tests. These referral tests are charged in the same way, using the same procedures as testing performed in-house. CLIA licensure for those facilities outside of NPHL where specimens are or may be sent for processing are available at www.reglab.org. NPHL acknowledges that tests which cannot be performed within the Nebraska Medical Center Clinical Laboratories Facility will be sent to another laboratory accredited by College of American Pathologists and CLIA certified.

Test Orders/Requisitions

NPHL will provide to Client any and all test requisition forms required by NPHL, electronic forms may be substituted for paper test requisition. Electronic order entry will be made available by NPHL through its web system, Atlas.

Paper forms will:

- be pre-printed
- include the name of the facility from which specimens are sent
- include the address of the facility from which specimens are sent
- include a unique identification number of the facility from which specimens are sent

Test Results/Reports

The client will receive all test results in the most expeditious and cost-effective manner as mutually agreed upon with the Client. Reports for commonly ordered tests that are run daily will generally be available the following business day. In addition to the test results, the reports will be chart-ready and include the following:

- name and address of the Contractor's laboratory
- name of the laboratory performing the test if other than a) above
- patient name
- patient complete identification number
- patient sex and date of birth, if known
- ordering clinician name
- date specimen collected, if known
- date specimen received by contract laboratory
- date results reported
- contractor's laboratory assigned accession number
- test reference (normal) ranges; and
- test interpretation when indicated

Reference values

All reference values are for adult age unless otherwise indicated. The date of birth and sex of the patient must be stated on the test request form for the correct reference ranges to be reflected on the report.

Critical Values

"Critical Values" which may indicate a life threatening condition, will be immediately communicated to the client. A current update of critical value information can be found by test at www.nphl.org.

Specimen Retention

Specimens where degradation is not a problem will be retained for a minimum of 72 hours. During this time interval add on or repeat testing may be requested, however repeat testing is conditional on specimen condition.

Repeat Testing

Client physicians are encouraged to consult NPHL pathologist when test results are in question, i.e., in the opinion of the requesting physician, a test result is not compatible with the patient's clinical condition. Provided there is adequate specimen remaining, a repeat test may be requested at no additional charge to the facility.

Reflex Testing

The Nebraska Medical Center performs reflex testing when the initial test meets defined test criteria. Reflex testing has been predetermined based on specific medical criteria, and are accepted as standards of care by the medical community, please refer to the test directory under each individual test..

Test Cancellation

NPHL will accept requests for test cancellation received prior to test set-up at no charge. Written authorization must be provided, as required by the College of American Pathologists and CLIA '88. A test cancellation form will be faxed to the client, this form must be signed and faxed back to initiate the cancellation.

EXHIBIT B – Interface Agreement

General Description: NPHL shall establish an interface between its computer system and that of Client to permit the bi-directional transmission of test orders and reports including patient data.

Interface Requested: Bi-directional – Clinical Pathology

Interface Cost Allocation: The cost of the bi-directional interface on the NPHL side will be \$6,000.00 for bi-directional interface installation and \$1,500.00 annual maintenance after the first year. These charges will be billed to Client. Interface installation and support fees charged by the Client's LIS/EMR vendor will be the Client's responsibility. The hardware required to establish an LIS-to-LIS/EMR interface varies by LIS/EMR vendor and the type of interface being installed. Client must purchase any additional hardware required to establish the interface and dedicate skilled resources to build and validate the database required to implement the interface. Before implementation of a bidirectional LIS-to-LIS/EMR interface begins, NPHL will require the Client to sign an agreement committing to pursue a long-term business relationship of at least two years, or as otherwise agreed upon time frame.

Interface Details: Interface is bi-directional in HL7 format with orders originating from Client's LIS/EMR. Orders will consist of clinical pathology, anatomic pathology and/or blood band orders. Reflexive testing orders and results are to be accommodated. Client patient identification, accession numbers and order information to be maintained and returned in HL7 result messages. A project definition document defining the interface in detail will be developed and mutually agreed to by both parties prior to any interface development work begins. Changes to the interface design and functionality after execution of the project definition document requested by the Client must be mutually agreed to and added to the project definition document. Additional costs may result from the requested changes which may be the Client's responsibility to pay.

Client shall notify NPHL thirty days before the interface project is scheduled to commence, at which time NPHL will pay the interface software license and installation fees required for said interface.

Laboratory Interface Services

1. Implementation Services

NPHL has an interface support team that installs new interfaces and provides ongoing support for established interfaces. An interface support specialist will be assigned to each interface project and will work directly with the client and its LIS/EMR vendor for the duration of the project. They will provide necessary procedure directory information, answer interface-related questions, provide test plans and scripts for interface validation and work with the LIS/EMR vendor and client to resolve communication problems or other issues during the interface implementation phase. After the interface goes live, NPHL's interface support team will provide ongoing interface support as detailed below. Go-live is defined as the point when interface specifications are met according to the project definition document, and both parties agree that the interface is functioning as designed.

2. Interface Support

NPHL and its partners and subcontractors/TNMC will provide telephone service coverage to Client 24 hours per day, 7 days per week. Client shall designate one (1) technical support contact to interact with the NPHL support engineers. Phone support line – 402-888-4444.

Support^o covers

- Telephone Support 402-888-4444
- Support day-to-day operation of the NPHL interface including, inspection of program audit and log files, updating configuration tables, importing patient data
- Interface Error Definitions and Support Response Times:

Priority A Error

An Error which renders the Interface inoperative or causes the Interface to fail catastrophically.

Priority B Error

An Error which substantially degrades the performance of the Interface or materially restricts the use of the Interface.

Priority C Error

An Error which causes only a minor impact on the use of Interface.

Severity Timeframe

Priority A Problem One (1) day after first contact between Support Engineer and Client

Priority B Problem One (1) day after first contact between Support Engineer and Client

Priority C Problem Three (3) days after Client call

2.1 The support engineer is responsible for updating the Client on the status of the problem on a regular basis, the frequency of which varies with the severity and status of the problem. For Priority A problems, the Support Engineer will provide the Client with an updated status each business day. For other types of problems, the Client and Support Engineer can agree to a status update schedule appropriate to the nature and severity of the problem.

2.2 Resolution consists of providing the Client a resolution that restores the system to pre existing service level.

3. Updates and Upgrades

During the Term of this Agreement, NPHL may from time to time improve the Interfaces by developing Updates and Upgrades, to be released periodically under these Support Services terms and conditions.

4. Non-Interface problems

If NPHL determines that a problem reported by Client may not be due to an Error in the Interface, NPHL will so notify Client. At that time, Client may:

- instruct NPHL to proceed with problem determination at the Client's possible expense as set forth below, or
- instruct NPHL that Client does not wish the problem pursued at the Client's possible expense. If Client requests that NPHL proceed with problem determination at its possible expense and NPHL determines that the error was not due to an Error in the Interface, Client shall pay NPHL, at NPHL then-current and standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith.

Client shall not be liable for:

- problem determination or repair to the extent problems are due to Errors in the Interface,
- work performed under this paragraph in excess of its instructions, or
- work performed after Client has notified NPHL that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by NPHL). If Client instructs NPHL that it does not wish the problem pursued at its possible expense or if such determination requires effort by clients IT vendor, NPHL is not responsible for repairs made by the IT vendor.

EXHIBIT C – Fee Schedule

Test Code Test Name Test Fee

TBINF TB Quantiferon Screening \$53.50