



## LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICE AGREEMENT ("Agreement") is made as of the effective date of \_\_\_\_\_ upon which it is executed below (the "Effective Date") by and between Technical Resource Management, LLC Management, LLC d/b/a Cordant Health Solutions ("Cordant") with its principal location at 5604 Fortune Circle South Drive, Suite N, Indianapolis, Indiana and \_\_\_\_\_ with its principal location at \_\_\_\_\_ ("Customer").

### RECITALS:

- A. WHEREAS, Cordant has the equipment and personnel necessary to provide to the Customer the requested laboratory services, which for purposes of this Agreement shall consist of toxicology laboratory testing service ("Lab Services"), defined below.
- B. WHEREAS, the Customer desires to obtain the Lab Services from Cordant for the benefit of Customer's patients in need of such services.
- C. WHEREAS Cordant desires to provide Lab Services to Customer; and
- D. WHEREAS the Parties to this Agreement desire to provide a full statement of their respective covenants, agreements, and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. CORDANT

- A. **Lab Services:** Cordant agrees to provide Lab Services, consisting of presumptive and confirmatory or definitive testing, under this Agreement for those tests which are ordered by a duly authorized provider and documented. The Lab Services performed under this agreement shall be performed at duly licensed laboratories under applicable federal, state, and local law. Documentation of such credentials shall be provided upon written request.
- B. **Insurance:** Cordant shall maintain general and professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate at Cordant's own expense for the entire period in which claims would arise under this Agreement. Cordant shall provide the other with evidence of such insurance upon request.
- C. **Testing Orders:** No Lab Services shall be rendered by Cordant without a complete and clear order through the agreed-upon requisition form or electronic order methodologies. Pursuant to a valid and clear test order by a provider authorized to order laboratory testing, Cordant agrees to perform Lab Services for Customer, in accordance with those tests and services specifically and clearly identified on the requisition forms or electronic order.



- D. **Specimen Shipping:** Cordant will be responsible for the cost of shipping specimens to Cordant's lab via FedEx as set forth in **Exhibit A**.
- E. **Reports:** Cordant shall provide testing reports diligently and as usual and customary within the industry. Cordant shall make reasonable efforts to transmit test results, on average, within 48 hours of receiving the specimen, via an integrated interface with Customer's EMR system.
- F. **Supplies:** Cordant will provide such lab testing supplies as are reasonably necessary, essential, and exclusively used for the collection, transport, process, or storage of specimens being submitted to Cordant.
- G. **Consultation:** Cordant staff shall be available to provide consultation around reading and interpreting the laboratory testing results provided with Customer by telephone during normal business hours, including discussion of lab procedures and status updates on test results.

## 2. CUSTOMER

- A. **Specimen Collection:** Specimens shall be collected by Customer using the supplies provided by Cordant and pursuant to methodology mutually agreed upon by the Parties, including the terms of any executed Laboratory Collection Agreement or similar agreement relating to specimen collection, the terms of which are to be incorporated by reference herein.
- B. **Licensure:** Customer represents that it is appropriately licensed and credentialed to order laboratory services reimbursed by the Medicare and Medicaid programs, and that it shall continue to comply with and meet all requirements of the licensing and certification requirements Medicare and Medicaid, and any other applicable federal and state statutes and regulations.
- C. **Test Orders:** Customer shall ensure that laboratory tests are ordered by providers who are authorized to order such tests under applicable law. All Lab Services marked as Third-Party Bill (defined below) must be ordered on an individual patient basis, meet the standards for medical necessity set forth by Medicare, Medicaid, or other applicable payors, and be supported by sufficiently detailed and signed medical records. Customer shall be responsible for maintaining all information necessary to validate the appropriateness of the order, including required ordering provider signatures that may be required by applicable State Medicaid programs, for the length of time required under applicable State Medicaid regulations but in no case less than six (6) years as required by HIPAA. In the event that a State Medicaid agency or other regulatory entity requires such records, Customer agrees provide to Cordant within (30) business days of request.

## 3. TERM

- A. **Initial Term:** The term of this Agreement shall commence on Effective Date and shall continue in effect for twenty-four (24) months, unless earlier terminated pursuant the terms herein this Agreement ("Initial Term").
- B. **Renewal Option:** This Agreement shall automatically be extended for successive one (1) year periods (each, a "Renewal Term") unless notice of non-renewal is provided to Cordant no less than three (3) month prior to the then expiring term (the Initial Term and any Renewal Terms are hereinafter referred to as the "Term"). All of the terms and conditions herein shall apply to each Renewal Term.



#### 4. TERMINATION

5. **Initial Term:** The term of this Agreement shall commence on Effective Date and shall continue in effect for twenty-four (24) months, unless earlier terminated pursuant the terms herein this Agreement (“Initial Term”).
- A. **Renewal Term:** This Agreement shall automatically be extended for successive one (1) year periods (each, a “Renewal Term”) unless notice of non-renewal is provided to Cordant no less than three (3) month prior to the then expiring term (the Initial Term and any Renewal Terms are hereinafter referred to as the “Term”). All of the terms and conditions herein shall apply to each Renewal Term.
- B. **Without Cause:** This Agreement may be terminated by either party after two (2) years after the Effective Date without cause upon three (3) months advance written notice.
- C. **Cause:** Notwithstanding the foregoing, this Agreement may be terminated by either party immediately if: 1) either Party hereto is excluded from participation in or debarred from practice before any government sponsored health benefits program, such as Medicare, 2) the license, accreditation, or certification of either Party is suspended or revoked by any State or Commonwealth in which its holds a license, 3) in the event any change in law or regulation or any governmental authority makes a determination that either Party is acting in violation of any law or regulation which materially affects the rights or obligations of the Parties under this Agreement, 4) Cordant can terminate immediately if Cordant determines or believes Customer is out of compliance with any federal or state law, statute, regulation or guidance 5) should Customer default in the performance of any other provisions of this Agreement, and such default is not cured within thirty (30) days following written notice from Cordant specifying such default (unless such default is not reasonably capable of being cured within such thirty (30) day period and Customer is diligently prosecuting such cure to completion), 6) if a petition or filing of a case under the Bankruptcy Code, dissolution of any party or subsidiary thereof responsible for performing Lab Services hereunder shall be filed by or against either Party which is not stayed or terminated within thirty (30) days, or (7) either party makes a good faith determination that the other party has engaged in material non-compliance with applicable state or federal healthcare laws.
- D. **Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of the Parties at any time.
- E. **Post-Termination Non-Disparagement:** Following such termination, neither party will take any action or make any statement the effect of which is intended to or would reasonably be expected to directly or indirectly impair the goodwill, business reputation, or in any material respect disparage, harass, defame the other party or the other party’s products and Lab Services.



## 6. COMPENSATION

- A. **Dual-Bill Process:** Customer shall clearly mark on the requisition for each sample whether the sample is to be billed to Customer (“Direct Bill”) or is to be billed to a third-party federal, state, or commercial payor (“Third-Party Bill”). Customer shall also provide Cordant, in writing, with a written description of which categories of patients fall into each billing category to facilitate appropriate billing in the event of an error on the requisition. Customer shall use its best efforts to correctly ascertain insurance information for patients in order to facilitate the appropriate designation for each sample.
- B. **Direct Bill:** For sample with requisitions marked for Direct Bill, Cordant shall invoice Customer pursuant to the pricing set forth in **Exhibit B**.
- C. **Third-Party Bill:** For samples with requisitions marked for Third-Party Bill, Cordant will bill federal, state, or commercial third-party payors for Lab Services under this Agreement as applicable and as indicated by Customer during the ordering process for each test. Customer agrees to provide complete and accurate information needed for such billing, including patient demographic and insurance information. Cordant shall bill patients for applicable co-payments, co-insurance, or cash Lab Services, and shall engage in reasonable efforts to collect patient balances. Customer will be responsible for payment of claims that are unable to be billed by Cordant that are not due to any event from Cordant. Customer shall be responsible pursuant to the pricing set forth in Exhibit B. Customer shall only mark requisitions for third party bill where the ordered testing meets the criteria for medical necessity set forth by the applicable third-party payor.
- D. **Billing Prohibition and Indemnification:** Customer agrees that it shall not bill any third-party payors or accept any payment from any source (including bundled payments) for Third-Party Bill samples. Cordant agrees that it shall not bill any third-party payors or accept any payment from any source other than Customer, for Direct Bill samples. The parties shall indemnify each other for any costs (including reasonable legal fees) arising directly from a violation of this section.
- E. **Payment Terms:** Customer shall pay Cordant’s invoices within 30 days of receipt. Cordant reserves the right to apply a late charge of 1.5% per month (or the maximum amount permissible by applicable law) to payments received more than 15 days after the due date.



## 7. COMPLIANCE WITH LAW

- A. Each of the Parties represents and warrants to the other party that it will comply with, and not violate, all applicable federal state laws, rules, or regulations ("Applicable Laws") as they may be amended from time to time. Applicable Laws include, but are not limited to, the Clinical Laboratory Improvement Amendments of 1988 as amended ("CLIA"), Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder ("Stark Law"), Medicare/Medicaid Anti-kickback Law, and the regulations promulgated thereunder ("Anti-kickback Statute"), and the data privacy and security requirements of Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"). This paragraph will survive the termination or expiration of this Agreement to the extent that the Applicable Laws pertain to ongoing obligations of a Party under this Agreement. The Parties further represent and warrant that, for the duration of this Agreement, they will each have in place compliance programs to ensure compliance with the Applicable Laws.
- B. **Automatic Amendment:** The Parties agree that at the time this Agreement is executed the subject matter hereof is legal and enforceable. The Parties agree that the terms and conditions of this Agreement shall at all times comply with the Applicable Laws. Accordingly, if either Party, in good faith, determines at any time or is reliably informed by governmental authorities that the Agreement violates or is likely to be determined by a third party to violate the Applicable Laws or any related regulation, guidance, or interpretation, Agreement will be deemed to be automatically modified to comply with such law or regulation. The Parties further agree to meet immediately upon such determination and in good faith to amend this Agreement so as to eliminate such concern or violation and to bring this Agreement into compliance with the foregoing. If the Agreement cannot be brought into compliance with such law or regulation, it shall be terminated.
- C. **Privacy:** Cordant and Customer understand that at all times the parties hereto shall comply with (a) all applicable rules and regulations, including HIPAA; (b) both Parties hereto shall adhere to the industry's standards of care; (c) Customer warrants that it has in place compliance and quality management programs, general policies and procedures and health information privacy and security policies and agrees that all time during this agreement to abide thereby such policies; and (d) any other applicable federal and state law. The terms of this section are in addition to, and do not supersede, the terms of any Business Associate Agreement executed by the Parties.
- D. **Excluded Provider Representations:** Cordant warrants to Customer that Cordant, employees or owners have not been debarred, suspended, declared ineligible, or excluded from Medicare/Medicaid or any other governmental healthcare programs. Customer warrants to Cordant that neither it nor any of its officers, directors, employees, or owners have been debarred, suspended, declared ineligible, or excluded from Medicare/Medicaid or any other governmental healthcare programs. The Parties mutually agree to notify each other immediately if either Party becomes aware of any threatened, proposed, or actual exclusion from any federally funded health care program, including but not limited to Medicare or Medicaid.



## 8. MISCELLANEOUS

- A. **Governing Law:** This Agreement shall be construed, and its validity determined by the laws of the State of Delaware and any applicable federal law, rules, or regulations, without regard to the conflict of law provisions of any jurisdiction.
- B. **Status as Independent Contractor:** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the agent, employer, and representative of the other.
- C. **Withholding:** The Parties hereto understands and agrees that neither Party will withhold on behalf of the other any sums for income taxes, unemployment insurance, social security or other withholding applicable to employees. All such payments, withholdings, and benefits, if any, are the sole responsibility of the respective Party.
- D. **Confidentiality:** All terms of this Agreement information, pricing, or data relating to the business or operations of any Party to this Agreement acquired by either Party hereto in connection with this Agreement shall be treated as confidential by the receiving Party, and shall not, unless otherwise required by law or the requirements of any accrediting agency, be disclosed by the receiving Party without the prior written permission of the Party here to whom the information in question relates. This provision shall survive termination of this Agreement.
- E. **Counterparts:** This Agreement may be executed in counterparts and shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains the signatures of all Parties.
- F. **Notices:** Except as otherwise provided herein, all notices, requests and demands to or upon a Party hereto shall be in writing and shall be sent by hand delivery, by overnight or by certified mail, return receipt requested, and shall be deemed delivered and notice effective, if delivered by hand or overnight, when received, or, if mailed, five (5) days after deposit in the mail, postage prepaid.
- G. **No Waiver:** No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by either Party shall preclude any other or further exercise thereof. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law. No waiver by either Party will be effective unless it is in writing, signed by such Party, and then only to the extent specifically stated.
- H. **Warranty:** The Parties agree to save, indemnify and hold harmless the other from and against any and all losses, claims, suits, damages, liabilities and expenses of any nature or kind whatsoever arising out of or resulting directly from any negligent or intentional acts or omissions of its agents' or employees' performance or non-performance of their respective obligations under this Agreement. Upon notice, the other Party shall resist and defend at its own expense any such claim/action. In no event shall Cordant be responsible for any punitive damages or any consequential, incidental, indirect, or special damages (including lost profits or revenue) of Customer.<sup>7</sup>
- I. **Force Majeure:** The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, storms, accidents, shutdowns for purpose of emergency repairs, road or transportation route shut downs, epidemic, pandemic, act of government, industrial, civil, or public disturbances, or any other causes which are not within the reasonable control of the party affected, in each case



causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the "Client/Cordant's Customer" shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

J. **Collateral Agreements; Amendment:** This Agreement constitutes the entire agreement between the Parties for the provision of Lab Services by Cordant, and there are no representations, warranties, or commitments, except as set forth herein. This Agreement shall supersede all previous oral or written agreements between the Parties covering this or similar subject matter. This Agreement may be amended only by an instrument in writing executed by the Parties hereto.

K. **Severability:** If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other governmental body of competent jurisdiction, then the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected.

**Cordant:**

Technical Resource Management, LLC d/b/a  
Cordant Health Solutions

By: Chelsey Rangel

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit A**

### **Specimen Shipping and Pick-Up Charges; Scheduling Responsibilities**

- a) Cordant shall be solely and exclusively responsible for specimen shipping via the carrier FedEx standard overnight express shipping service when the specimen(s) are shipped to a Cordant lab.
  - a. Customer may be responsible for additional charges as defined through Cordant's pricing shipment density requirements as outlined in pricing agreements.
- b) Customer shall be solely and exclusively responsible for the payment of any and all shipment carrier pick-up charges or fees, including but not limited to those imposed by FedEx, UPS, DHL, or any other third-party shipping or courier service (collectively, "Shipping Carriers"), except as expressly provided in subsection (b) below.
- c) Cordant shall, as a courtesy, provide Customer with access to the Advanced Scheduling Portal for each location (the "Scheduling Portal") through which Customer may arrange Shipping Carrier pick-ups upon receiving a written request from Customer for setup. Provided that Customer properly schedules a pick-up using the Scheduling Portal same day up to twenty-four (24) and no more than forty-eight (48) hours in advance of the requested pick-up time.
- d) In the event Customer fails to schedule a pick-up through the Scheduling Portal in accordance with subsection (b)—including but not limited to scheduling outside the required timeframe, failing to schedule altogether, or using any alternative method—Customer shall be solely responsible for all resulting Shipping Carrier pick-up charges, as well as any delays, missed pick-ups, or rescheduling costs. Cordant shall bear no liability of any kind for such charges or issues.
- e) Under no circumstances shall Cordant be responsible for (i) any pick-up charges incurred due to Customer's failure to utilize the Scheduling Portal as required; (ii) any missed, delayed, rescheduled, or failed pick-ups resulting from Customer's acts or omissions; or (iii) any consequential, incidental, indirect, or special damages arising from or relating to Customer's failure to properly schedule or pay for pick-up services.
- f) Customer shall indemnify, defend, and hold harmless Cordant and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's failure to timely schedule or pay for Shipping Carrier pick-up services in accordance with this Section.



## **Exhibit B**

## **EXHIBIT B**

### **Pricing**

#### **SCOPE OF SERVICES & PRICING SCHEDULE**

**PRICING ASSUMPTIONS: Actual volume and positivity rates will be evaluated after 60-90 days and price may be adjusted accordingly.**

**For the time period of September 30<sup>th</sup>, 2025 - September 29<sup>th</sup> 2026**

**GRANT No. TI087234-02**

### **Lab Testing:**

***URINE: LAB SCREEN PLUS AUTOMATIC CONFIRMATION\** - Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.**

| Check Desired Panels (note: only selected panels will be setup on account) | DESCRIPTION (Please circle desired drugs)                                                                                                                                                                                                                                                      | PRICE PER TEST |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <input checked="" type="checkbox"/>                                        | <b>6 Drug Panel</b><br>Panel 454: (Benzodiazepine, Cocaine, THC, Methadone, Opiates, ETG/ETS)                                                                                                                                                                                                  | <b>\$10.24</b> |
| <input checked="" type="checkbox"/>                                        | <b>6 Drug Panel</b><br>Panel 449: (Benzodiazepine, Cocaine, THC, Ecstasy, Opiates, ETG/ETS )                                                                                                                                                                                                   | <b>\$10.29</b> |
| <input checked="" type="checkbox"/>                                        | <b>9 Drug Panel</b><br>Panel 442/2379: (Meth/Amphetamine, Barbiturates, Benzodiazepine, Cocaine, Thc, Methadone, Opiates, EtG/EtS, Ecstasy)                                                                                                                                                    | <b>\$10.55</b> |
| <input checked="" type="checkbox"/>                                        | <b>6 Drug Oral fluid panel</b><br>Panel 33/N33: (Meth/Amphetamine, Benzodiazepine, Cocaine, Opiates, THC, Alcohol)                                                                                                                                                                             | <b>\$15.27</b> |
| <input checked="" type="checkbox"/>                                        | <b>Comprehensive panel</b><br>Panel 3712/3713: (Ethanol, Meth/Amphetamine, THC, Exstasy, Barbiturates, Benzodiazepines, Cocaine, Methadone, Methaqualone, Opiates, Pcp, Propoxyphene, EtG/EtS, Spice, Glucose, Oxycodone, Meperidine, Tramadol, Buprenorphine, Zolpidem, Fentanyl, Soma, 6-AM) | <b>\$71.82</b> |

*\* Oral fluid kits price is built into the panel.*

### **Additional Services**

#### ***COURT REPRESENTATION AND TESTIMONY***

| DESCRIPTION                                  | FEES                       |
|----------------------------------------------|----------------------------|
| In-person (1 <sup>st</sup> day of testimony) | \$150/hr. (8 hour minimum) |
| In-person (2 <sup>nd</sup> day of testimony) | \$150/hr.                  |
| Telephonic                                   | No Charge                  |
| Skype or video-conferencing                  | No Charge                  |
| Litigation Packet                            | \$75.00                    |
| Affidavit                                    | \$25.00                    |

## EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM

Web-based randomization  
Local telephone line for clients to call into daily  
Call log reports date, time, phone # and caller ID  
Electronic chain of custody  
Real-time test results  
Non-compliance alerts and reports  
Full customization and on-going support of SENTRY and all features

***\*IMPORTANT NOTE:*** A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.