

LABORATORY SERVICES AGREEMENT

**Between
[Employer Legal Entity]
and**

Renown Regional Medical Center

This Laboratory Services Agreement (“the Agreement”) is entered into between _____ (Employer) and Renown Regional Medical Center (“Renown”) under which Renown’s clinical laboratory will perform those services as set forth below hereto which _____ (Employer) may from time to time order.

This Agreement shall be in effect upon execution by both parties and shall continue in force for one (1) year thereafter, unless either party provides written notice of termination to the other party at least thirty (30) days prior to the end of the current term. Either party may terminate this Agreement, with or without cause, on thirty (30) days prior written notice.

Pricing shall be as set forth below. Prices for tests not listed will be negotiated and set forth in an amendment to this Agreement.

2019 SARS-CoV-2,NAA and Specimen Collection - \$125 per test

Renown retains the right to add or delete specific services offered under this Agreement with Employer at its sole discretion upon thirty (30) days written notification to Employer. Renown shall also have the right to modify prices after the first year upon thirty (30) days written notification to Employer.

Generally, testing will be performed within 72 hours of receipt unless it is sent out to a reference laboratory, in which case testing shall generally be performed within five to seven days of receipt. Test results shall be sent to Employer’s designee.

Invoices will be sent to Employer on a monthly basis for services rendered at those rates indicated above. Payment is due to Renown within thirty (30) days of Employer’s receipt of the invoice. Renown may suspend performance of this Agreement without liability if invoices remain unpaid sixty (60) days from the date of the invoice.

Indemnity. It is the express intent of the parties that each be responsible for its own acts or failures to act, which result in damages of whatever kind or nature to another. Therefore, each party agrees to indemnify and hold harmless the other party, its Affiliates, and their respective shareholders, directors, partners, officers, employees, medical staff and agents, from and against any and all claims, damages, costs and expenses (including without limitation, attorneys’ fees and expenses) (collectively “Damages”) which arise out of or relate to its own or its officers’, agents’, medical staff’s or employees’ material breach of this Agreement, and/or Damages which arise out of or relate to its own or its officers’, agents’ medical staff’s or employees’ acts of willful misconduct or negligence in any manner related to the subject matter of this Agreement. The parties represent that they have insurance or a program of self insurance to cover such indemnity in amounts not less than \$1 million per occurrence, \$3 million in aggregate.

This Agreement is effective as of May 27, 2020.

RENOWN REGIONAL MEDICAL CENTER

[EMPLOYER LEGAL ENTITY]

By: _____
Ann Beck, Chief Financial Officer

By: _____

Executed on _____, 2020

Executed on _____, 2020