

SKAMANIA COUNTY BOARD OF HEALTH

Agenda for November 10, 2020

1:30 PM

Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

Board of Health Meetings are open to public attendance with limited available seating, exercising social distancing. Seating will be on a first come, first serve basis. If there is more attendance than seating, you will be asked to leave the Courthouse and phone in using ZOOM using the following numbers.

1 346 248 7799 US

1 312 626 6799 US

1 646 558 8656 US

1 669 900 9128 US

1 253 215 8782 US

1 301 715 8592 US

Meeting ID: 813 4248 1018

Join Zoom Meeting

- Audio only from your computer <https://us02web.zoom.us/j/81342481018>

WRITTEN PUBLIC COMMENTS ACCEPTED AND ENCOURAGED BY MONDAY PRECEDING THE MEETING AT NOON. If you wish written comments to be listed on the agenda, they need to be submitted to the Clerk of the Board by noon on Thursday preceding the Tuesday meeting, otherwise they will be held for the following Tuesday.

slack@co.skamania.wa.us

Tuesday, November 10, 2020

Call to Order

Public Comment (3 minutes) - See message above regarding seating in the Commissioner's Meeting Room

Consent Agenda - Items will be considered and approved on a single motion. Any Commissioner may, by request, remove an item from the agenda prior to approval.

1. Minutes for meeting of October 13, 2020
2. Contract with Molecular Testing Labs to provide lab testing services

Community Health report – Kirby Richards, Community Health Administrative Director

Health Officer report - Dr. Steven Krager, Deputy Health Officer

- COVID-19 School Update
- Vaccine Update
- Influenza Report

Environmental Health report - Tim Elsea, Public Works Director

Adjourn

MINUTES OF SKAMANIA COUNTY BOARD OF HEALTH MEETING

October 13, 2020

Skamania County Courthouse
240 NW Vancouver Avenue, Room 18
Stevenson, WA 98648

The meeting was called to order at 1:30 p.m. on September 9, 2020 at the Skamania County Courthouse, 1st Floor Meeting Room, 240 NW Vancouver Avenue in Stevenson, with Board of Health Commissioners, Richard Mahar, and Robert Hamlin, Chair present.

There was no public comment.

Commissioner Mahar moved, seconded by Commissioner Hamlin to approve the Consent Agenda as follows:

- 1. Minutes for meeting of September 9, 2020

Kirby Richards, Community Health Administrative Director gave the Community Health report. She reported on COVID Immunization Planning including state and federal coordination, recipients, time frame, and storage. Commissioner Tom Lannen joined the meeting. Kirby also reported on Flu vaccines including dosage for over age 65 recipients. She also reported COVID 19 discussions are being held with the Stevenson Carson School District Superintendent, Ingrid Colvard, Deputy Health Director Stevenson Krager, Community Health Deputy Tamara Cissell and herself each week.

Dr. Steven Krager, Deputy Health Officer reported on COVID 19, including 1 ½ weeks with 0 cases in Skamania County, and weekly meetings with Stevenson Carson School District Superintendent, Ingrid Colvard. He also answered questions regarding testing and flu immunization data.

Tim Elsea, Public Works Director reported on septic permits and water inspections.

The meeting adjourned at 2:04 p.m.

SKAMANIA COUNTY BOARD OF HEALTH

Commissioner


Commissioner

Clerk of the Board of Health

Commissioner

Aye _____
Nay _____
Abstain _____
Absent _____

COMMISSIONER'S AGENDA ITEM COMMENTARY

<u>SUBMITTED BY</u>	Community Health Department	Signature 
<u>AGENDA DATE</u>	BOH, 11/10/2020	
<u>SUBJECT</u>	Molecular Testing Labs Agreement	
<u>ACTION REQUESTED</u>	Signature	

SUMMARY/BACKGROUND

Contract to provide lab testing services with an emphasis on COVID testing

FISCAL IMPACT

Expense Contract- \$20,000

RECOMMENDATION

Sign

LIST ATTACHMENTS

Face Sheet
Agreement
Attachment A
Attachment B



Molecular Testing Labs

14401 SE 1ST Street

Vancouver, WA 98684

Phone: 360-693-8850

LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement (the "Agreement") is made effective as of this 10th day of November, 2020 (the "Effective Date"), by and between Blackfly Investments, LLC, dba Molecular Testing Labs, 14401 SE 1ST Street, Vancouver, Washington 98684 ("Molecular"), and Skamania County Community Health, 710 SW Rock Creek Dr, Stevenson, WA 98648, on behalf of itself and the facilities it owns, operates and/or manages listed on Attachment B attached hereto (each, a facility and together, the "Customer") ("Customer"), and together with Molecular, the "Parties", and each a "Party".

Whereas, Molecular is an independent laboratory providing collection kits or the component parts thereof (the "Products") and various molecular laboratory testing (the "Services") as more fully described in Attachment A.

Whereas, Customer desires to engage Molecular to provide such Products and Services to Customer as further described in this Agreement and in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, Molecular and Customer hereby agree as follows:

1. **Terms of Purchase.** Molecular shall provide the Products and perform the Services as may be ordered by Customer during the Initial and Renewal Terms at the prices set forth on Attachment A.
2. **Test Orders; Sample Collection; Delivery; Reporting.**
 - a. **Laboratory Information System.** Molecular will provide access to its Molecular Portal, through which Customer will be able to electronically: (i) submit test orders to Molecular (ii) view daily log of samples received by Molecular (iii) view status of testing and receive notice of completed reports, and (iv) view Pre-Payment account balance (if applicable), as defined in Section 5.
 - b. **Sample Collection Requirements.** Molecular shall have no obligation to perform the Services or deliver results on samples containing insufficient specimens unable to generate a valid test report. Fully rejected samples are subject to a processing and disposal fee of \$12. Customer shall appropriately store all samples collected for the performance of the Services and batch the samples to ship to Molecular on a daily basis, or as otherwise agreed to by the Parties. Customer is solely responsible for protecting against any unauthorized disclosure of protected health information while specimens are in transit, regardless of whether transfer is electronic or otherwise.
 - i. Molecular agrees to process tests performed using test kits provided by Washington State Department of Health as agreed in email communications between Connie Clark and Hillary Hall on September 2, 2020.
 - c. **Requisition Requirements.** Requisitions will only contain tests able to be performed and reported by Molecular, and may be updated from time to time. All requisitions must be complete, clearly designate the selected tests, and be approved by a qualified provider. Incomplete or illegible requisitions will result in Customer receiving an automated email from the Molecular Portal prompting Customer to login and complete the missing information. Requisitions with missing information will result in Molecular placing the sample on hold or withholding the report until all necessary information has been received. Given the time sensitive nature of samples for certain tests, it is Customer's responsibility to promptly provide any missing information. All samples are discarded after fifteen (15)



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days from receipt. Customers utilizing Molecular's electronic ordering platform ("e-Requisitions") will complete, review, electronically sign, and submit the e-Requisition through the Molecular Portal.

d. Reporting of Test Results. Molecular will use reasonable commercial efforts to provide the test results to Customer within the average turnaround times listed in **Attachment A**. Turnaround times are calculated on standard business days, Monday through Friday, from 8:00 am – 5:00 pm PST, from time of receipt of the sample at Molecular's laboratory. Customer will be responsible for the reporting of test results to the patient, as well as meeting any reporting requirements to appropriate healthcare authorities, as may be required by law. All test results will be delivered electronically through the Molecular Portal.

3. Provision of Services. Molecular will perform the Services in a manner consistent with the degree of care, skill, and diligence as is ordinarily exercised by a professional laboratory under similar conditions and circumstances, and each individual performing the Services on behalf of Molecular will possess the qualifications, licenses, skills, and experience needed to perform such Services. Molecular shall hold a current Clinical Laboratory Improvements Amendments ("CLIA") certificate of registration and College of American Pathologists ("CAP") accreditation, and all out-of-state laboratory permits as required by any state into which Molecular provides the Services. Molecular will be in compliance with, and shall perform the Services in compliance with, all applicable laws, rules, and regulations, including any applicable laws with respect to the storage and disposal of samples and all items used to collect and store the samples. Molecular will be responsible for the professional quality, technical accuracy, completeness, and timeliness of all test results provided under this Agreement. Molecular will have sole control and discretion over the means, methods, techniques, equipment, sequences, and procedures it uses to perform the Services, without having to confer with or obtain consent or approval of Customer.

4. Services Fee; Billing.

a. Insurance Bill. Molecular will bill the insurance provided in accordance with Molecular's standard billing policy. Molecular will bill all Medicare, Medicaid, and any other federal or state health care programs, as required, as well as all commercial insurance plans on Molecular's in-network payor list. Customer can obtain a current in-network payor list by emailing customerrelations@moleculartestinglabs.com. Customer is responsible for appropriately designating requisitions as "Insurance Bill" using the instructions provided by Molecular. All "Insurance Bill" requisitions must have complete insurance information provided at the time the requisition is submitted. If insurance information is missing, Molecular will contact Customer for the missing information prior to billing the Services.

b. Client Bill. Customer is responsible for appropriately designating requisitions as "Client Bill" using the instructions provided by Molecular. Customer will purchase the Services for the mutually agreed upon list of payors (the "Designated Client Bill Payors") for a flat processing fee per each panel (the "Service Fee"), as listed on **Attachment A**. Molecular will accept the Service Fee as payment in full for the Services provided for such appropriately identified "Client Bill" patients. For the sake of clarity, any reference to "patients" could include patients, residents or employees. Most states have laws and regulations addressing pass-through billing, and many health plans have contractual language and policies addressing this practice. It is Customer's responsibility to ensure knowledge of and adherence to all applicable laws, regulations, and payor policies, specifically with regard to direct or pass-through billing.

c. Incorrect Billing Designation.

- i. If Customer incorrectly designates a requisition as Client Bill, but the incorrectly designated requisition nonetheless included the complete insurance information for Insurance Bill (meaning insurance that is NOT on the Designated Client Bill Payor List) then Molecular will, upon notice from Customer of the mistake, make an effort to convert the requisition to Insurance Bill. It is Customer's responsibility to notify Molecular as soon as it learns of the mistake.
- ii. If Customer incorrectly designates a requisition as Client Bill, and the incorrectly designated requisition did not include complete insurance information needed for Insurance Bill, then Molecular will, upon notice from Customer of the mistake, review the situation with Molecular leadership to determine whether or not the change will be made. It is Customer's responsibility to notify Molecular as soon as it learns of the mistake.
- iii. If Customer incorrectly designates a requisition as Insurance Bill, but the patient is determined to be ineligible for coverage on the date of service, then Molecular will automatically convert the requisition to Client Bill and no further action will be needed from Customer.
- iv. If Customer incorrectly designates a requisition as Insurance Bill and is able to notify Molecular prior to a claim being submitted to the insurance, Molecular will change the designation to Client Bill. If, however, a claim has already been submitted to insurance, the claim will only be converted to Client Bill if the claim is denied by the payor.

d. Price Adjustments. The Parties reserve the right to adjust pricing offered depending on business conditions, methodology changes, volume discounts and the introduction of new technologies for existing tests and tests which become approved by the Food and Drug Administration. Any change in pricing will be mutually agreed to in writing between the Parties.

e. Taxes. The Service Fees do not include any sales, use, or excise tax which may be applicable to the Services. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

5. Payment and Invoicing.

Invoicing. Molecular will provide electronically an invoice to Customer on a monthly basis, in arrears, for the testing performed during the previous two weeks. Payment is due thirty (30) business days from date of invoice. All payments must be received by the due date, not postmarked.

a. Late Payment; Default to Pre-Payment Arrangement. Any charges unpaid after thirty (30) business days from date of invoice are subject to a late fee of 1.5% per month or the maximum amount permitted by law until paid. Customer must have no more than one (1) late payments in a twelve (12) month period to remain enrolled in invoicing. If a second (2nd) late payment is made within any twelve (12) month period, Customer's payment terms shall automatically default to pre-payment terms, whereby Customer shall deposit on a monthly basis a sum consistent with the anticipated purchase order price as agreed to by the Parties. Molecular will only run tests on purchase orders that have been paid in full. Molecular will provide electronically an invoice to Customer on a monthly basis

demonstrating the testing performed during the previous month and amount collected by Molecular from the pre-payment.

6. **Term.** The term of this Agreement is (1) one year(s) commencing upon the Effective Date of this agreement (“Initial Term”). Additional years will be automatically added to the term in subsequent (1) one-year terms (each, a “Renewal Term”) unless earlier terminated pursuant to Section 7 of this Agreement. The Initial Term and the Renewal Term will herein after be collectively referred to as the (“Term”).

7. **Termination.**

a. **With Cause.** In the event either Party breaches a material term of this Agreement, the non-breaching Party may terminate this Agreement for cause by providing thirty (30) days prior written notice and an opportunity to cure to the breaching Party.

b. **Without Cause.** Either Party may terminate this Agreement with or without cause. Written notice of termination shall be given to the other Party at least ninety (90) days prior to the proposed date of termination.

c. **Immediate Termination.** If, at any time, a Party in good faith determines that any portion of this Agreement or activities conducted pursuant to this Agreement are inconsistent or not in compliance with applicable laws, rules, regulations, or clinical guidelines, or the other Party fails to maintain any license or certification required by applicable laws, rules, regulations, or clinical guidelines, the Parties will use good faith efforts to immediately conform the Agreement or actions of the non-complying Party so that each are in compliance with all laws, rules, regulations, and clinical guidelines. If, after the exercise of such good faith efforts, the Parties determine that this Agreement or the actions of the non-complying Party cannot be so conformed, or alternatively, upon determination by legal counsel that this Agreement or any actions of the non-complying Party cannot be modified to establish compliance, then either Party may terminate this Agreement immediately upon five (5) days’ written notice to the other Party.

d. **Change of Control.** This Agreement shall survive and not be eligible for termination upon the sale or merger of Molecular to any third party; whether the third party is a buyer, acquisition partner or strategic partner of Molecular. The terms of this Agreement shall survive and remain in full force and effect upon such arrangement by Molecular. Written notice of such event will be provided to the other Party within ninety (90) days of such transition into, by, or for such third-party transactions.

e. **Effect of Termination.** Termination shall have no effect upon the rights and obligations of the Parties arising out of any transactions occurring prior to the effective date of termination. With the exception of any Initial Pre-Payment designated as non-refundable in Section 5, any unused prepayment balance remaining at the time of termination will be promptly returned to Customer.

8. **Confidential Information.**

a. **Generally.** The Parties may provide to each other certain Confidential Information in connection with this Agreement. “Confidential Information” shall include all information, knowledge or data of an intellectual, technical, scientific, commercial, financial or industrial nature disclosed by either Party to the other, either in a written document received from or belonging to the disclosing Party, or either oral or visual information, whether by inspection of parts or equipment or otherwise, identified as confidential at the time of disclosure. The Parties agree to use the

Confidential Information only as each Party is required to use the Confidential Information in connection with the matters referred to in this Agreement, to safeguard such information to the same extent as it does its own confidential information, to limit and control the copies, extracts or reproductions made of the Confidential Information and to not use the Confidential Information after termination of this Agreement for any reason.

b. Disclosures. The Parties agree not to disclose the Confidential Information to any person other than to such of its employees, agents, consultants, representatives and advisors who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Parties agree that each will be responsible for any breach of this Agreement by its agents, employees, consultants, representatives or advisors.

c. Exceptions. The provisions of this Agreement relating to Confidential Information will not apply to any part of such information where: (i) such information has been, or at any time is, made available to the public through no fault of the receiving Party; (ii) such information is known by the receiving Party at the time of disclosure, as shown by prior written evidence; (iii) such information is developed by or for the receiving Party independently of disclosure hereunder, as shown by prior written evidence; (iv) such information is disclosed by a third party who is not under a duty of confidentiality; (v) the receiving Party has been authorized by the disclosing Party to disclose such information; or (vi) the disclosure is required by law.

9. Intellectual Property Rights.

a. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Molecular shall have no right or license to use any Customer Materials except solely during the term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer.

b. As between Customer and Molecular, all Intellectual Property Rights and all other rights in and to the Deliverables (except for any Confidential Information of Customer) and the Pre-existing Materials shall be owned by Molecular. Molecular hereby grants Customer a license to use all such rights free of additional charge and on a non-exclusive, worldwide, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

c. "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Deliverables" means all documents, work product and other materials that are delivered to Customer (or patient) hereunder or prepared by or on behalf of Molecular in the course of performing the Services. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, technologies and other materials, including computer programs, reports and specifications, provided by or used by Molecular in connection with performing the Services, in each case developed or acquired by Molecular prior to the commencement or independently of this Agreement. "Customer Materials" means all documents, data, know-how, methodologies, software, technologies and other materials, including computer programs, reports and specifications of Customer provided to Molecular to perform the Services.

10. Covenants, Representations and Warranties.

a. Molecular Representations and Warranties. Molecular hereby represents and warrants that: (a) it has the power and authority to enter into this Agreement, and is duly licensed, authorized and qualified to perform the Services; (b) the execution of this Agreement and the performance of the Services will not, directly or indirectly, contravene, conflict with or result in a violation of any agreement, authorization or other obligation of Molecular; (c) the Molecular Marks do not and will not infringe the intellectual property rights of any third party.

b. Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the power and authority to enter into this Agreement and procure the Services; and (b) the execution of this Agreement and the performance of the Services will not, directly or indirectly, contravene, conflict with or result in a violation of any agreement, authorization or other obligation of Customer.

c. Compliance with Laws. The Parties agree to perform their respective obligations under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations. Specifically, Customer is solely responsible for ensuring compliance with all applicable state, local, and federal laws, rules, and regulations regarding direct and pass-through billing. Failure by either Party to comply with any applicable law shall be considered a material breach of this Agreement.

d. Health Information Portability and Accountability Act of 1996, As Amended ("HIPAA"). Each Party represents and warrants that, with respect to all protected health information (as that term is defined in the Privacy Regulations of HIPAA), each Party is a covered entity (and not a business associate of the other Party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this Agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"), as each may be amended from time to time. In the event HIPAA, the Privacy Regulations or Security Regulations or the HITECH Act requires any addition to or modification of this Agreement, the Parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner.

e. Participation in State and Federal Health Care Programs; No Debarment. The Parties, and each of their owners, directors, officers, agents, and employees are, and for the term of this Agreement will be, eligible to participate in all applicable federal health care programs as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(f)) and state health care programs as defined in Section 1128B of the Social Security Act (42 U.S.C. 1320a-7b(h)), and none of the Parties, nor any of their owners, directors, officers, agents, and employees has been, nor during the term of this Agreement will be, sanctioned by the Department of Health and Human Services Office of Inspector General as set forth on the Cumulative Sanctions Report or excluded by the General Services Administration as set forth in the Excluded Parties List System, or convicted of a criminal offense related to health care. If any Party is subject to such action or proposed action at any time during the term of this Agreement, such Party shall notify the other Party immediately.

f. Fair Market Value; No Inducements: Each Party represents that the compensation provided under this



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Agreement represents the fair market value of the Services to be performed, has been negotiated in an arm's-length transaction, and has not been determined in any manner with regard to any implicit or explicit agreement to provide favorable procurement decisions with regard to the value or volume of any business or referrals generated between the Parties.

g. **Anti-Markup.** To ensure compliance with all state, local, and federal laws, Customer acknowledges that it must not resell, or offer for resale, the Products and Services to patients at markup prices. If Customer orders any testing or services from Molecular that generate claims for reimbursement from state, federal, or commercial third party health programs, then Customer shall not resell, or offer for resale, the Products and Services under this Agreement at a price more than the price for which Customer was charged by Molecular. Customer agrees to clearly list the price charged to patient for any Products or Services, which shall be no more than the price Customer paid. If Customer chooses to bundle the Products and Services together with other services to be sold together as a bundled package, Customer agrees to clearly set out the portion of the price allocated to the Products and Services.

h. **Limited Warranty.** The sole and exclusive warranty for any Product provided, directly or indirectly, by a third party will be the standard warranty provided by the third party, and Molecular will have no responsibility of liability relating to such Product.

i. **DISCLAIMER.** EXCEPT TO THE EXTENT OF THE LIMITED WARRANTIES SET FORTH IN SECTION 3 AND IN THIS SECTION 10, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN OR REPORT OR OTHER STATEMENT OR INSTRUMENT, MOLECULAR MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Indemnification.** The Parties hereby agree to indemnify, defend and hold harmless the other Party, and its respective directors, officers, employees, agents, and insurers (each, an "Indemnified Party") from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees) and judgments for any bodily injury, property damage or any other damage or injury to the extent caused by (a) the Party's breach of this Agreement, (b) the Party's, its employee's, contractor's, or agent's, negligence or willful misconduct in performing the services or other obligations covered by this Agreement, or (c) to the extent permitted by law, all liabilities arising from Customer's misuse of the Products or Deliverables in any manner not otherwise authorized under this Agreement.

12. **Limitation of Liability.** EXCEPT IN CONNECTION WITH A PARTY'S OBLIGATIONS TO MAKE PAYMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MOLECULAR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO MOLECULAR PURSUANT TO THIS AGREEMENT IN THE 1 YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. **General Provisions.**

a. Force Majeure. Neither Party shall be liable or deemed to be in default under this Agreement for any interruption of service, delay or failure of performance to the extent caused by acts of God or other uncontrollable circumstances, including but not limited to fire; natural disaster; storms; shortages of power, labor, services or materials; failure of transportation; civil disturbance; epidemic or other public health emergency; government orders or regulations; or other circumstances which are beyond the reasonable control of the performing Party.

b. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in Vancouver, Washington. Such arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its then prevailing Commercial Arbitration Rules, with the following exceptions if in conflict: (a) There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Arbitration Rules, including a panel of three arbitrators rather than one, if deemed appropriate by AAA; (b) each Party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, with other expenses of the arbitration incurred or approved by the arbitrator; (c) the law of the state of Washington for agreements entered into and to be performed therein shall be applied by the arbitrator, without reference to the law of any other jurisdiction for any perceived conflict of law; and (d) arbitration may proceed in the absence of any Party if written notice (pursuant to the AAA's rules and regulations) of the proceeding has been given to such Party. The Parties agree to abide by all decisions and awards rendered in such proceedings. If the arbitrator determines that a Party has generally prevailed in the arbitration proceeding, then the arbitrator shall award to that Party its reasonable out-of-pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. The arbitration proceedings and arbitration award shall be maintained by the Parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm or enforce the award and for disclosure in confidence to the Parties respective attorneys, tax advisors and senior management and to family members of a Party who is an individual. All such controversies, claims, or disputes shall be settled in this matter in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. Disputes involving the collection of a debt are explicitly carved-out from the otherwise all encompassing "controversy, claim or dispute" in this section 13(b) and Molecular is not limited to arbitration with regard to collection of indebtedness. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

c. Successors or Assigns. Neither Party shall assign or delegate any or all of its rights or obligations hereunder without the express prior written consent of the other Party, such consent not to be unreasonably withheld. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, executors, administrators, legal representatives, successors and assigns of the Parties, and upon any person, firm, or organization succeeding to the affairs of the Parties hereof.

d. Third Parties. Nothing contained in this Agreement shall be construed to create any rights or benefits in a third party, including Customer whose specimens are being tested by Molecular under this Agreement.

e. Notice. All notices and other communication required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the Party or delivered by courier or



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deposited in the United States mail, postage prepaid, return receipts requested, properly addressed to the Party at the address set forth above or at such other address as such Party shall have specified. Notices to Molecular shall be sent to the attention of General Counsel, with a copy emailed to mcallahan@moleculartestinglabs.com.

f. Entire Agreement. This Agreement, including any Exhibits incorporated by reference herein sets forth the entire agreement of the parties as to the subject matter thereof and supersedes any prior agreements or understandings.

g. Independent Contractors. During the Term of this Agreement and thereafter, neither Party shall represent itself to be owned or controlled by the other, to be employed by other, or as authorized to represent each other or to obligate each other with respect to any matters not expressly provided in this Agreement.

h. Controlling Document. In the event of any conflict between this Agreement and the specifications of any other document containing terms and conditions, the terms of this Agreement shall supersede and control.

i. Severability. In the event any provision of this Agreement is deemed void or unenforceable for any reason, it shall be deemed severable and the remaining provisions shall remain in full force and effect.

j. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

k. Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.

l. Waiver. Any waiver of or delay in enforcing any term or condition hereof must be in writing and signed by both Parties. A waiver of any of the terms and conditions of this Agreement shall not be construed as a continuing waiver of the same term or condition or a waiver of any other term or condition hereof.

m. Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, any or both of which shall constitute one and the same instrument. It is understood that the signature of either Party to this Agreement transmitted electronically shall be deemed, and may be relied upon, as the actual, authentic, and binding signature of such Party, and that any copy of this Agreement bearing such electronic signature shall be deemed to have been properly executed by such Party.

n. Survival. Notwithstanding the expiration or termination of this Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive, including without limitation, Sections 8 (Confidential Information), 10 (Covenants, Representation and Warranties), 11 (Indemnification), 12 (Limitation of Liabilities), and 13(b) (Disputes).



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In witness whereof, the Parties have executed this Agreement as of the dates set forth above.

Skamania County Community Health

Molecular Testing Labs

Printed Name: _____

Printed Name: James York

Title: _____

Title: Head of Business Development

Signature: _____

Signature: _____



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 14401 SE 1ST Street
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Attachment A

DESIGNATED CLIENT BILL PAYOR LIST

NOTE: The following will be automatically designated by Molecular as “Client Bill”:

- (1) all Medicare patients designated by Medicare Part A as inpatient hospital, skilled nursing facility (SNF), or hospice;
- (2) any claim inadvertently billed to Medicare and denied as the patient being in an inpatient hospital/SNF bed or on hospice;
- (3) any requisition marked “self-pay”, “cash pay”, “patient pay”, (or any other similar designation); and
- (4) any patient found to be uninsured during an eligibility search.
 - a. **EXCEPTION FOR COVID-19 ONLY:** For testing of uninsured patients for Covid-19, Molecular will first attempt to bill the U.S. Department of Health and Human Services (HHS) for reimbursement. If reimbursement is received from HHS, Molecular will not convert the claim to “Client Bill”. If Molecular does not receive reimbursement from HHS, Molecular will convert the claim to “Client Bill”.

TURNAROUND TIMES

LOB	Average TAT
Covid-19	24 – 48 hours

LAB SERVICES AND RATE SCHEDULE

Service fee includes shipping and cost of testing supplies.

Infectious Disease Testing	Service Fee
COVID-19	\$100.00

Attachment B

CUSTOMER’S FACILITY LIST

Facility Name	Address
1. <u>Community Health</u>	<u>710 SW Rock Creek Dr., Stevenson, WA 98648</u>
2.	