# MEDICAL I LABORATORIES AND

MOBILEXUSA 1 US AMERICAN DIAGNOSTICS

December 27, 2019

Dear Valued Customer:

In connection with TridentCare's recent emergence and renewed commitment to being the leading national provider of mobile bedside diagnostic services, TridentCare has adopted Standard Service Terms and Conditions which will govern the relationship between TridentCare and its customers as of February 1, 2020. The new Standard Service Terms and Conditions provide our customers with a simplified and consistent mechanism for administrative and billing processes, while at the same time ensure compliance with all updated Federal Regulatory requirements.

This change will not impact your existing prices for our services. TridentCare's new Standard Service Terms and Conditions will apply to all TridentCare affiliated companies, including American Diagnostic Services, MobilexUSA, Schryver Medical, Diagnostic Laboratories and Radiology and US Laboratories. By continuing to use our services after February 1, 2020, you agree to be bound by the new Standard Service Terms and Conditions.

We thank you for your continued support and business and look forward to working together in

2020.

If you have any questions, please contact your Account Representative.



Jeff Hooper Brian Tees Jeff Barton

Division President — East Division President — West EVP National Sales

www.tridentcare.com

CLIENT AND IMAGING PROVIDER RESPECTIVE RESPONSIBILITIES

TridentCare (Provider) Will:

 Deliver quality, consistent service leveraging protocols and training supported by a rigorous quality assurance program.

 Maintain online portals for client order entry, result retrieval, image viewing, access to training materials, census verification(l) and invoice distribution and payment processing.

 Utilize the latest technology to deliver timely services while ensuring patient safety and result accuracy.

* Make every effort to complete routine X-ray exams within 8 hours.

 Make every effort to complete STAT X-ray exams within 4 hours.

 Provide ultrasound services on a scheduled basis\*.

* Ensure Provider's Radiologic Technologists meet regulatory/credentialing requirements to perform all manner of imaging procedures (e.g. training, state license and/or ARRT - American Registry of Radiologic Technologists).

 Ensure Provider's Sonographers meet regulatory/credentialing requirements to perform all manner of ultrasound procedures (e.g. training, certification, ARDMS — American Registry for Diagnostic Medical Sonographers).

* Ensure Provider's Physicians (e.g. Radiologists, Cardiologists) meet regulatory/credentialing requirements to interpret all manner of imaging/ultrasound procedures (e.g. U.S. based, Board Certification, state licensure) and are available 24/7.
* Provide staff education, training materials and clinical guidelines as they pertain to Provider's services.

 Ensure all Provider employees receive yearly training on HIPAA, Standards of Conduct, Compliance, Elder Justice Act, Abuse and Neglect Care, Infection Control and OSHA Bloodborne Pathogen Standards.  Ensure all Provider's employees have pre-employment drug screening and background checks.



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* Where services are available

Client Will:

* Complete a company credit application to be assigned a credit limit.
* Place service orders via Providefs online portal.
* Complete census information weekly on Provider's online portal  Access monthly invoices on Provider's online portal.

 Pay all invoices for services within terms.

* Notify Provider of any ownership change within 5 days of effective date.  Provide the following information when placing an order(2):
* Your TridentCare Client ID# o Patient demographic information, including all necessary insurance information o State licensed, PECOS enrolled physician or non-physician  name and NPI o Requested test or exam type (including number of views if x-ray exam) o Medical necessity for portable exam o Patient signs and symptoms necessitating the exam
* Will notify TridenCare of exam cancellation prior to technologist's arrival to avoid cancellation fee.

1. NOTE: Census verification is required for Skilled Nursing Facility and Hospice clients only.
2. NOTE: Client failure to provide accurate and complete patient billing and census information will result in Provider billing Client directly for services rendered.

TC NAS CM 0006 VI 12.20.2019 www.tridentcare.com



# MEDICAL I LABORATORIES AND MOBIlfXtJSA I US AMERICAN DIAGNOSTICS

## TRIDENTCAIU STANDARD SERVICE TERMS AND CONDITIONS

1. SERVICES
   1. Provider shall provide those portable services identified with check-marks on the PoHable Services Agreementl ("Service" or "Services") to patients and/or residents of the Facility (hereinafter "Patients"), only upon the order of a state licensed, PECOS enrolled physician or non-physician practitioner for the purpose of diagnosing and monitoring Patients ("Ordering Provider"). All orders must include the test, exam, or service to be performed, the medical necessity of the test, exam, or service, and if x-ray, the number of views to be taken and why it was ordered to be performed portably. As the legal custodian of the Patient's medical records, the Facility will obtain and store within each Patient's chart, the Patient's applicable medical record documentation supporting medical necessity of the services requested to include the signature of the physician or non-physician practitioner who ordered the Service(s). When requested, all imaging exams will be interpreted by a state licensed and qualified radiologist (the "Radiologist") or cardiologist (the "Cardiologist").

For Vascular Access Services, Provider shall provide registered nurses ("RNs") qualified in infusiön therapy administration that administer placement of vascular access devices and follow up nursing care if required. The nurse responsibility at the location is as follows: (1) an assessment of patients for PICC or Midline/PIV line insertion; (2) informed consent for PICC or Midline Procedure; (3) verification of physician's order; (4) ultra-sound guidance for PICC insertion; and (5) documentation related to insertion.

* 1. Non-STAT Services:
     1. Scheduled Phlebotomy Visits. Provider shall provide a qualified phlebotomist, who shall visit Facility in accordance with schedule agreed upon by both parties. For Provider work other than "STAT" or timed collections, a specimen collection and pickup schedule will be established between the parties to include specimens as deemed medically necessary and services as deemed appropriate by Ordering Provider. Specimens collected by the nursing staff after the routine scheduled visit will be picked up during the next scheduled routine visit unless ordered "STAT" by the treating physician or non-physician practitioner.
     2. Non-STAT Imaging Exams. Every effort will be made to complete Services within a day of when the Services are ordered. In the event that Provider is unable to complete Services within a day of when the Service is ordered, Facility will be notified and the exam will be performed as scheduled.
  2. Special Services/On-Call Emergency Provider Services. If requested by Facility and where available, Provider shall be available 24 hours a day, seven (7) days a week for "STAT" (emergency) requests. A "STAT" service is provided for critical situations requiring rapid results, and "STAT" orders shall be honored by Provider only when requested by the physician or non-physician practitioner. Facility shall use its best efforts to limit "STAT" orders to urgent situations where the absence of such an order could reasonably be believed to place the Patient's health in serious jeopardy or result in serious bodily impairment or dysfunction.
  3. Notification of Findings and Documentation. Where professional services are requested, Provider shall prepare and provide to Facility appropriate documentation of Provider findings in accordance with industry  standards and any applicable rules, laws and/or regulations. All results will be electronically sent and/or faxed to Facility. In addition, Provider shall provide prompt notice of any critical test results or findings as well as the results from all STAT Services. If Facility chooses to receive Provider's results via fax, Facility shall be

1. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Portable Services Agreement.

 responsible for i) providing a designated confidential fax number for such results to be reported, ii) ensuring that the printer or fax machine is checked often enough for the presence of printed reports, and iii) that the printer or fax machine is in working order. When results are faxed or printed, Facility understands that Provider has no means of indicating on the report the name of the person receiving the fax or printed report at the Facility. Similarly, Provider shall not be responsible for faxed or printed reports not being properly received, printed, or retrieved by the Facility, or telephonic reports that are not properly transcribed into the medical record of the Patient or communicated to the ordering physician or non-physician practitioner,

* 1. Microbiology Reports. Provider shall furnish Organism OcculTence reports and Antibiograms to Facility upon request. Upon request, Provider shall provide in-services, solely related to laboratory and imaging topics, detailing the benefits and limitations of those services. Provider shall make no charge for such services beyond the rates that Facility is charged for Provider's related services as provided for in the Portable Services Agreement.

1.6, Responsibility. for Services. The Facility is responsible for obtaining, relaying, maintaining, tracking, and monitoring all orders that Facility, upon request of the Ordering Provider, submits to Provider. If recurring tests are ordered, Facility is responsible for monthly validation and authorization, in a fomat requested by Provider, including the medical necessity applicable to each specific test for each service date. Provider is not responsible for test selection, Patient treatment plans or final diagnosis.

1.6.1. Facility agrees to provide the following necessary information to Provider, all of which are required by the Centers for Medicare and Medicaid Services:

1.6.1.1. Facility understands Provider's Technologists are required to obtain a copy of the physician or non-physician practitioner orders and completed Provider patient requisition or electronic equivalent containing complete diagnosis and/or diagnosis codes for the conditions necessitating each test, exam, and service, and full name and National Provider Identifier (NPI) number of the ordering physician or non-physician practitioner prior to performing any test, exam, or service.

1.6.1.2. Current listing of all physicians and non-physician practitioners who may order Provider tests, exams or services, including full name, title, phone number, fax number, and NPI number.

1.6.1.2.1. Upon request, Facility will provide Provider with a physician/non-physician practitioner signature log.

1.7 Services for Facility Employees.

1.7.1. Upon the order of a physician or non-physician practitioner, Provider may provide any test, exam or service to Facility employees that are permitted in accordance with Provider license(s) and/or as are permitted in accordance with the lav„' of the State in which Provider is to perform the test, exam or service. In addition, Provider requests that Facility maintain radiation awareness with regard to employee X-ray exams. Facility agrees to require that all female employees of child bearing age are screened for pregnancy prior to requesting that Provider perform an x-ray exam. All Facility employee tests, exams or services shall otherwise f0110'F',' the procedures outlined in this Section 1.

1•-.7.2 Provider shall invoice Facility for, and Facility shall pay for, all employee tests, exams or services performed by Provider.

1. QUALIFICATIONS

2.1. Oualifications. Throughout the term of this Agreement, Provider and each Provider technologist, employee, agent, and subcontractor providing Services hereunder shall obtain and maintain in good standing all licenses, permits, registrations, certifications and authorizations necessary to provide Services to Facility Patients. Provider's hiring practices have included pre-employment drug screening, criminal

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background checks including but not limited to both state and local checks, OIG, and Sex Offender registries on all employees: All Provider employees entering Facility have had criminal background checks. All Provider employees are also in compliance with Form 1-9 employment eligibility verification. Provider hereby warrants and represents that:

* + - * 1. it is not under suspension or subject to any disciplinary proceedings by the depattment or agency having jurisdiction over the professional activities of Provider which would materially affect Provider's ability to perform the Services;
        2. neither Provider nor any Provider employee entering Facility has been excluded or debarred from any federal health care program, as defined at 42 U.S.C. § 1320a-7b(f); and
        3. For all of its subcontractors and agents performing Services, Provider will either perform required drug screening and background checks or will contractually require all subcontractors and agents to perform drug screening and criminal background checks of all personnel providing Services hereunder, and to warrant that none of the personnel providing Services hereunder have been excluded or debarred from any federal health care program, as defined at 42 U.S.C. § 1320a-7b(f).

 2.2. Evidence of Qualifications. Upon request, Provider shall submit to the Facility evidence of the qualifications of each technologist providing Services to Facility's Patients, as well as the qualifications of the Provider itself.

* 1. Exclusions from State and Federal Healthcare Programs. Provider and Facility represent and warrant it has not been excluded from any Federal Healthcare Progam, that no basis for such exclusion exists, and that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Provider and Facility agree to notify each other immediately if it is subject to a final adverse action by a governmental agency, third-party payer, or intermediary concerning the provision of Services under the Agreement. Provider and Facility shall each have the right to terminate the Agreement immediately upon notice, by the other, of such an event. 

1. COMPENSATION AND BILLnG

3.1. Where applicable, Provider will directly bill Medicare Part B, Medicaid, and other third-palty payers for Services for which the Facility does not receive an all-inclusive rate that includes the technical component of diagnostic testing services. Provider shall bill Facility at the rates provided for in the Portable Services Agreement and Facility shall pay such billed amounts for such Services: (1) when Services are to be billed to Facility at Facility's request; and or (2) the Facility has an all-inclusive rate that includes reimbursement for the Service(s). Provider shall bill Facility at the Trident Fee Schedule rates and Facility shall pay such  billed amounts for such Services: (l) when, through no fault of Provider, Services are deemed not payable by third-party payers; (2) Provider, through no fault of its own, is unable to bill Medicaid, Medicare or other third-party payer within no more than sixty (60) days or two standard billing cycles (whichever is less); and (3) as otherwise set forth in this Section 3.

3.2. Facility shall provide the following information and perform the following billing related tasks:

3.2.1. Patient social security numbers, dates of birth, health insurance information, including Medicare[Medicaid and any other applicable insurance information, names and addresses of responsible paties, applicable diagnostic information, full name of ordering physician or nonphysician practitioner, and any other information reasonably requested by Provider to properly invoice for Services rendered. Any billing information reasonably requested by Provider shall be provided within three (3) days of the Provider request, Should Facility fail to provide such information, Provider reserves the right to bill Facility at the rates provided for in the Trident Fee Schedule and Facility shall pay such billed amounts for the applicable Service(s).

3.2.1.1. When an ABN is required, parties will reasonably cooperate with one another ensure proper completion of the ABN.

* + 1. Promptly update census and other relevant information, including the number of Patient-days per level of care añd/or payer type, at least weekly, using Provider's electropic billing system for census/payer-type marking where applicable.
    2. Facility will provide Provider with the required insurance authorizations to perform the Services for certain third-party payers. If the Facility fails to provide the required authorization or the claim results in an authorization related denial Provider shall bill Facility at the rates provided in the Trident Fee Schedule and Facility shäll pay such billed amounts.

 3.2.4. The Facility is required to legibly record and submit all appropriately supported symptoms and/or diagnoses that are deemed reasonable and necessary for services or products requested. Provider reserves the right to bill Facility, and Facility shall pay Provider at rates provided for in the Trident Fee Schedule for any Services missing diagnostic information or deemed medically unnecessary. If the Facility submits to the Provider appropriately suppolted diagnostic information within 45 days of the billed invoice that are reasonable and necessary for the service or product ordered, the Provider will issue the Facility a credit. This information may also be submitted via Provider's electronic billing system, where applicable.

* + 1. Facility shall retrieve its monthly invoice via Provider's electronic billing system, where applicable.
    2. Facility shall notify the Provider thirty (30) days prior to any change in ownership, at which time all outstanding balances for Services rendered shall become immediately due and payable. The new owner shall accept assignment of this Agreement and shall assume all obligations, including responsibility for any outstanding balances. New ownership shall also be responsible for Services provided on and after the date ofthe change in ownership.
  1. Provider is responsible for the following billing related tasks:
     1. Within seven (7) business days after receipt of completed accumulated weekly census information from Facility, Provider shall submit a monthly invoice to Facility consistent with this Section 3 and the pricing terms of the Agreement. In the event that Provider does not receive from Facility completed accumulated weekly census information within three (3) business days of the preceding month's end, Facility shall be responsible to pay Provider for the applicable Services rendered.
     2. Provider will bill Facility at the Trident Fee Schedule and Facility agrees to pay such billed amounts for all Private Pay Patients who do not have insurance coverage or who choose not to use that coverage.
  2. Payment
     1. Facility shall pay Provider in accordance with the pricing terms of the Agreement.
        1. Services may be subject to an annual price increase, which typically goes into effect during the first quarter of each calendar year.
        2. STAT or After-Hours Services are subject to an additional fee.
        3. Provider may, from time to time, make changes to its billing practices.
        4. Special billing requests by Facility may or may not be accepted by the Provider and, if  accepted, may result in increased fees for Services.

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* + - 1. A trip fee, based on then current Trident Fee Schedule, "'ill be billed the Facility if a Patient(s) is not available to have the Services performed as ordered and no other Services are performed during a non-cancelled visit.
      2. Provider may bill for the pçovision of a radiology image copy (CD or film) and/or delivery.
    1. Facility shall pay Provider  ofthe invoice, unless required by law to pay sooner, in which case the earlier date required by law shall apply.
    2. If Facility does not pay Provider in accordance with the terms of this Section 3, then Facility may be subject to i) a late payment fee of five percent (5%) of the total past due amount and or ii) Facility shall pay interest on the total past due amount at the rate of one percent (1 0/0) per month. Provider shall have the right to increase the rate of interest from time-to-time.

314.5. In the event that payments due to Provider by Facility are more than ten (10) days past due, Provider shall have the right to refuse to provide Services to Facility without further notice.

* + 1. Should the Facility pay outside of contracted payment tetms for any consecutive three (3) month period, the discounted price, if any, may be revoked at the Provider's sole discretion and Provider standard rates may be applied to the unpaid Services and for all Services going forward.
    2. The Facility's failure to contest charges in writing within forty-five (45) days of the invoice date, providing specific details necessary to investigate the contested charges, shall be deemed acceptance by Facility of the obligation to pay such charges with no additional opportunity to dispute the charges.
    3. In the event that Facility is responsible for payment for Services, Facility shall pay Provider irrespective of whether Facility receives full or paltial payment from the Patient, the third-party payer and/or other party.
    4. If Facility requests a billing audit, Facility may be subject to an Audit Fee of at least $65.00 per hour when a Facility requested audit reveals no material Provider billing errors.
    5. Payments by Facility shall be applied first against the oldest outstanding invoices in the order of issuance, i.e. against the oldest invoice first.
  1. Insurance Denials. Provider will cooperate with Facility in an attempt to resolve payer claim denials by collecting additional documentation and appealing the claim, as appropriate. However, Provider shall not be responsible to attempt to collect additional documentation or appeal the claim if the Facility does not provide the requested information within thirty (30) days of a written request.
  2. Part A Stay Recoupments. In the event the Provider has billed a claim to Medicare or other third party payer, the claim is paid to the Provider, and then that payment is recouped at a later date due to Medicare or other third party payer's determination that the patient was in a Medicare Part A stay at the time of service or otherwise deemed not covered, the Facility shall pay Provider at the rates provided in the Trident Fee Schedule for those Services.
  3. Focused Medical Review. The parties agree to cooperate in response to any focused medical review regarding the payment or medical necessity of the Services.
  4. Fair Pricing. The Parties understand and agree that, based upon reasonable due diligence, knowledge and belief, the pricing set forth in this Agreement is: (i) commercially reasonable; (ii) consistent with fair market value; (iii) not offered in exchange for any referals or guarantee of any particular amount of business, in particular referrals or business reimbursed under Medicare Part B or Medicaid; and (iv) not below cost. In the event that Provider determines, in its sole discretion, that the pricing under the Agreement must be increased in order to be in full compliance with the law, Provider shall immediately increase the price accordingly and shall promptly notify the Facility of the increase, at which time the

Facility shall have the right to terminate Agreement. The Parties agree that Facility is free purchase Provider services for all patients from such vendors as Facility shall choose from time to time at its discretion.

* 1. Facility Certification. Facility will notify Provider if there is a change to their Medicare certification status so that the proper procedures may be implemented.

## 4. NURANCE

4.1 Provider. Provider shall secure and maintain at all times during the term of this Agreement and any renewals or extensions hereof, professional and general liability insurance with a company with an A.M. best rating of not less than A-VI, with such coverages and in such amounts as are customarily carried by similar providers in the State where services are provided, provided that such coverage shall be in a minimum amount of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate, insuring Provider, its employees and agents for the services delivered by them hereunder. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage.

4.2 Facility. Facility shall secure and maintain at all times during the term of this Agreement, at Facility's sole expense, professional and general liability insurance with a company with an A.M. best rating of not less than A-VI covering Facility, "Tith such coverages and in such amounts as are customarily carried by similar providers in the state where services are provided, provided that such coverage shall be in a minimum amount of at least $1,000,000 per claim or occurrence and $3,000,000 in the aggregate, insuring Facility, its employees and agents for the services delivered by them hereunder. Upon request, a copy of a certificate of insurance shall be provided evidencing such coverage.

1. TERM AND TERMmATION
   1. Term. This Agreement shall commence on the Effective Date, continue for a period of one (l) year and automatically renew for successive one year (1) terms.
   2. No Cause Termination. Either Party may terminate this Agreement at any time, with or without cause, upon tthirty (30)þays prior written notice to the other party.
   3. Termination Upon Default. This Agreement may be teminated immediately by either party in the event of a material breach by the other party, should such breach continue uncured for ten (10) days following delivery of written notice describing such breach.
   4. Final Payment Upon Termination. Upon termination date, Facility agrees to pay the final month's invoice for Services within 10 days of receipt of the final invoice.
2. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Provider and Facility are covered entities (as defined in the 1996 Health Insurance Portability and Accountability Act ("HIPAA") and,the regulations promulgated there-under) and therefore must be in compliance with all applicäble aspects of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Pat 164 ("HIPAA Rules"). Provider and Facility will treat all protected health information in accordance with the HIPAA Rules.

1. GENERAL PROVISIONS
   1. Independent Contractor. Provider shall not be considered an employee or agent of Facility for any purpose and no partnership, joint venture or co-venture shall be created by virtue of this Agreement or the performance by Provider hereunder. The parties hereto are independent contractors, contracting with one another solely for. the purposes set out herein. Provider acknowledges that as an independent contractor, neither Provider nor its employees or agents are covered under Facility's Workers' Compensation Insurance and are not entitled to any fringe benefits afforded to employees of Facility.

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* 1. No Waiver. No waiver of any breach or failure by either patty to enforce any of the terms or conditions of this Agreement at any time will, in any manner, limit or waive such party's right thereafter to enforce and to compel strict compliance with every term and condition hereof.
  2. Waiver of Construction Against Draftsman, The Parties agree that their counsel have reviewed and contributed to the language of this Agreement. Therefore, no single Party shall be considered the draftsman of this Agreement, and any construction or presumption against the draftsman in the interpretation of this Agreement shall not be applied for or against any one Party. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly against any Party.
  3. Inspection to Books and Records. As an independent contractor, Provider shall, in accordance with 42 U.S.C.  (Social Security Act  and 42 C.F.R. 420, Subpalt D §420.300 et seq., until the expiration often (10) years after the furnishing of Medicare reimbursable services pursuant to this Agreement, upon proper written request, allow the Comptroller General of the United States, the  Department of Health and Human Services, and their duly authorized representatives access to this

Agreement and to Provider's books, documents and records (as such tems are defined in 42 C.F.R. § 420.301) necessary to verify the nature and extent of costs of Medicare reimbursable services provided under this Agreement. In accordance with such laws and regulations, if Medicare or Medicaid reimbursable services provided by Provider under this Agreement are carried out by means of a subcontract with an organization related to Provider, and such related organization provides the services at a value or cost of $10,000 or more over a twelve-month period, then the subcontract between Provider and the related organization shall contain a clause comparable to the clause specified in the preceding sentence. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.

* 1. Standards of Conduct. By signing this Agreement, Facility hereby acknowledges and understands that Provider has implemented a Compliance Program governing the conduct of all Provider's employees. Facility further acknowledges that it has received a copy of the TridentCare Our Code of Conduct, (a copy of which is attached and referred to as "Code") and will ensure that each of its employees who have any interactions with Provider receives a copy of the Code for reference.
  2. Confidentiality.. Neither Providei• nor any of its staff shall disclose to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Facility in writing, any patient or medical record information regarding Patients. Additionally, Provider and all Provider staff shall comply with all Federal and State laws and regulations.

All documentation and records relating to Patients shall be and remain the sole properW of Facility, subject to the Patient's rights in such records. Facility further covenants and warrants that it and its employees and agents shall at all times during the term of this Agreement and after expiration or termination of this Agreement, maintain the confidentiality of Provider's operations, prices, rates, clients and patients, methods and any other information relative to Provider. Further, Facility shatl not use such confidential information in any manner adverse to Provider's interests.

* 1. Compliance with Laws. Provider shall comply fully with Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975; and shall render services to Patients without discrimination due to gender, race, religion, color, national origin, handicapping condition or age.
  2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Services are performed. This Agreement shall be interpreted in accordance with its plain meaning and not for or against either party. All captions herein are for organizational purposes only and not intended to limit the meaning of anything herein or to have an independent legal meaning.
  3. Change in Laws and Regulations. Notwithstanding any other provision of this Agreement, if the governmental agencies (or their representatives) which administer Medicare, any other payer, or any other Federal, State or Local Government or agency passes, issues or prômulgates any law, rules, regulation, standard or intelpretation, or any court of competent jurisdiction renders any decision or issues any order, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of reimbursement or payment for services rendered under this Agreement, or which otherwise materially affects either Party's rights or obligations hereunder, either Party may give the other notice of intent to amend this Agreement to the satisfaction of both Parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within ten (10) days after said notice was given, this Agreement shall terminate as of midnight on the tenth (10) day after said notice was given.
  4. No Volume Commitment. Nothing herein shall require Facility to designate any minimum number of Patients for whom Provider shall provide Services.
  5. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.
  6. Severability. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, if the extent of such invalidity, illegality or unenforceability does not destroy the basis of the bargain herein such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms as if such provisions had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, shall be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable. The parties hereto shall negotiate in good faith to modify this Agreement so as to affect the originat intent of the parties as closely as possible.
  7. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either party.
  8. Assignment. This Ageement is not assignable in whole or in part by either party without the prior written consent of the other party; provided, however, that Provider may assign without consent to an affiliate or as part of a transfer of all or substantially all of the assets of Provider. Additionally, any laboratory test which cannot be processed by Provider will be referred to another clinical laborat01Y of Provider's choosing (provided that such alternate laboratory shall satisfy the requirements of Article 2 hereof) and will not be deemed a violation of this Section 7.14. This non-standard or reference testing will be billed according to the Trident Fee Schedule or as otherwise dictated by certain anti-markup laws and are subject to handling fees.
  9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Signed facsimile copies of this Agreement shall be legal, valid and binding upon the parties hereto.
  10. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
  11. Expense of Enforcement. In the event of any legal action with respect to this Agreement, the Provider in any such action shall be entitled to reasonable attorneys' fees and expenses incurred at mediation,

arbitration, triak level, bankruptcy court, on appeal or review, or incurred without action, suits or proceedings.

* 1. Notices. All notices required by this Agreement must be sent in writing, via registered or certified mail, return receipt requested, or via recognized overnight courier service, to the addresses set forth on the first page of the Agreement. Provider's General Counsel shall be copied on all notices to Provider, with such notices to be sent to TridentCare, Attn: General Counsel, 101 Rock Road, Horsham, PA 19044. 

[End ofStandard Service Term and Condition/

