REFERENCE LABORATORY SERVICES AGREEMENT

This REFERENCE LABORATORY SERVICES AGREEMENT ("Agreement") is effective as of December 10, 2024 (hereinafter the "Effective Date"), by and between St. Joseph Health Northern California, LLC d.b.a. Providence Santa Rosa Memorial Hospital ("Facility"), and the County of Sonoma's Sonoma County Public Health Laboratory ("Reference Lab") (referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Facility is a general acute care hospital located in Santa Rosa, California, that provides laboratory services under its state laboratory license CLF No. CDF00001292 and CLIA certificate No. 05D0706122;

WHEREAS, Facility requires certain reference laboratory services to be performed and desires to contract with Reference Lab to provide such services;

WHEREAS, Reference Lab is a clinical reference laboratory located in , that provides laboratory services under its state laboratory license Approved Public Health Laboratory CPH1361. and CLIA certificate No.05D0644064;

WHEREAS, Facility and Reference Lab desire to enter in to this Agreement to memorialize the terms of this reference laboratory arrangement;

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. REFERENCE LABORATORY DUTIES AND RESPONSIBILITIES

1.1. Qualifications. Reference Lab represents and warrants that it is and shall remain at all times hereunder (a) duly licensed under California state law and certified under the Clinical Laboratory Improvement Amendments Act of 1998 ("CLIA") as a full-service clinical laboratory qualified to perform high complexity laboratory testing including those services contemplated in this Agreement,

1.2. Reference Laboratory Testing. Circumstances may arise in which Facility does not perform a particular laboratory test or otherwise requests Reference Lab to perform testing on specimens and requisitions it receives. Facility anticipates utilizing the services of Reference Lab for the performance of certain communicable disease laboratory testing ("Reference Laboratory

Testing Services"). Reference Lab will use its commercially reasonable efforts to assure that all such send out testing it receives from Facility will be performed with results transmitted using Sonoma County PHL's web portal within reasonable turnaround times. To the extent Facility sends any urgent or STAT testing to Reference Lab, the required turnaround times will be communicated to Reference Lab to confirm they can be met before it accepts the specimens for testing.

1.3. Performance Standards. In providing Reference Laboratory Testing Services hereunder, Reference Lab shall undertake the following measures and comply in all materials respects with the following standards in order to ensure the timely and satisfactory delivery of services under this Agreement:

A. Perform all Reference Laboratory Testing Services in a reasonable, professional manner in compliance with: (i) the Bylaws, Rules and Regulations of the Facility medical staff, as applicable; (ii) applicable CLIA, California Department of Public Health, Laboratory Field Services ("CDPH LFS"), accreditation organization and any other applicable regulatory or accreditation organization standards, as well as the Medicare hospital conditions of participation and applicable conditions of participation and coverage applicable to the testing at issue; (iii) in a manner that does not discriminate against any individual on the basis of race, color, religious belief, national origin, ancestry, sex, disability, age, or on any other basis prohibited by applicable local, state, or federal laws; (iv) as applicable the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services; and (v) in a manner designed to meet or exceed the recognized standard of care for providers practicing under the same or similar circumstances.

B. Maintain properly credentialed and trained staff in adequate numbers and types to perform all required services under this Agreement, including without limitation, ensuring staff is available to consult with Facility by telephone during normal working hours to discuss its send-out procedures and providing information about any testing Reference Lab performs;

C. Ensure staff providing Reference Laboratory Testing Services are appropriately licensed, certified, supervised and/or trained as required under applicable state law, , to the extent applicable. Reference Lab shall immediately notify Facility promptly in writing of any sanction, restriction, suspension, probation, termination, or other change in any of the above qualifications;

D. Establish and maintain procedures to assure the consistency, quality and safety of all Reference Laboratory Testing Services provided under this Agreement and participate, upon Facility's request, in the Facility quality assurance, utilization review, and safety programs relating to reference laboratory services as well as Facility's compliance programs;

E. Observe and comply with any applicable policies and procedures of Facility relating to reference laboratories or send-out tests and cooperate with and assist Facility in its administration and compliance thereof;

F. Provide Facility with any specialized specimen collection supplies necessary or integral to, or used exclusively for, the collection of patient specimens collected by Facility and sent to Reference Lab for Reference Laboratory Testing Services;

G. Be solely responsible for compensating, and for establishing the duties and work schedules of Reference Lab's personnel involved in the provision of services under this Agreement, and shall be solely responsible for any and all salaries, other compensation, employer's payroll taxes, workers' compensation, and similar taxes, benefits, or contributions to which such personnel may be entitled;

H. Deliver test results in a timeframe that is consistent with current practice, industry standards, and subject to expedited reporting requests as contemplated in Section 1.2 above;

I. Cooperate with Facility and its personnel to ensure the efficient, regular and on-going flow of information, including protected health information, as needed to perform services hereunder;

J. Review and respond to feedback from Facility regarding the clinical quality and service performance of Reference Lab for services rendered under this Agreement, responding to and addressing any issues raised to Facility's reasonable satisfaction;

K. Provide Facility complete and accurate data and information regarding Reference Laboratory Testing Services so Facility may timely and accurately bill applicable third-party payers for such laboratory services, including without limitation, any applicable federal health care programs as outlined in further detail below; and

L. Perform other duties relating to the delivery of Reference Laboratory Testing Services as requested by Facility.

1.4. Insurance. Reference Lab shall maintain professional and general liability insurance for itself and its staff providing services under this Agreement in a form and manner reasonably acceptable to Facility with liability limits of not less than one million dollars ($1,000,000) per occurrence, and three million dollars ($3,000,000) annual aggregate during the term of this Agreement. Reference Lab shall maintain this coverage and tail coverage, if necessary, for claims arising during the term of this Agreement and during the applicable statute of limitations.

1.5. Medicare/Medi-Cal/Medicaid Participation. Reference Lab hereby represents and warrants that neither Reference Lab nor any of the personnel providing services under this Agreement are presently debarred, suspended, proposed for debarment, ineligible, or excluded from participation in any federally funded health care program, including Medicare, Medi-Cal and Medicaid. Reference Lab agrees to immediately notify Facility of any threatened, proposed, or actual debarment, suspension, ineligibility, or exclusion from any federally funded

health care program, including Medicare, Medi-Cal and Medicaid. In the event that Reference Lab or any of the staff providing services to Facility under this Agreement are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Reference Lab is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate.

2. Duties of Facility.

2.1. Orders and Requisitions for Laboratory Tests. Facility shall submit all patient specimens to Reference Lab via the Reference Lab's web portal, with a valid order or requisition from a person authorized to order the laboratory test(s) under applicable state law. The minimum requirements for a valid order or requisition form shall include full patient name (first and last), date of birth, gender, ICD-10 codes, test(s) to be performed, and other required data as needed. All such forms shall be accurate and provided to Hospital at the time of Service request. Failure to provide the above information will prevent registration and testing.

2.2. Specimen Collection. Facility shall be responsible for the collection, accessioning and processing of patient specimens for submission and transport to Reference Lab for Reference Laboratory Testing Services. At a minimum specimens must be labeled with the full name of the patient (first and last), medical record number (or unique patient identifier), date of birth, and date and time of specimen collection. Specimens shall be rejected if not clearly labeled or lack a valid order or requisition form.

2.3. Patient Consent. Facility shall obtain and provide to Reference Lab upon request any consents and authorizations from its patients, customers or others required by state and federal laws and any prior authorizations required by payers authorizing Facility or Reference Lab to perform and report the results of the requested Reference Laboratory Testing Services.

2.4. Interpretation Services. Facility (or the ordering practitioner) will be responsible for the physician review and interpretation of the Reference Laboratory Testing Services performed by Reference Lab.

2.5. Oversight. Facility shall exercise professional responsibility for the send-out laboratory tests, will accept and register the patients requiring laboratory testing in accordance with its admission and/or registration policies, will maintain a complete and timely clinical record and will provide oversight of the contracted Reference Laboratory Testing Services performed by Reference Lab under its utilization review and quality assurance programs. Facility, through its quality committee, shall regularly review with Reference Lab the clinical quality and service performance and provide timely feedback of Reference Lab's performance under this Agreement.

3. Compensation and Billing.

3.1. Facility Exclusive Source of Compensation for Reference Laboratory Testing Services. Reference Lab shall look only to Facility for compensation for Reference Laboratory Testing Services rendered pursuant to this Agreement. Except as required by the applicable payer and as provided for in Section 3.2 below, at no time shall Reference Lab seek to bill or collect any fees, copayments, surcharges or any other remuneration from anyone other than Facility, including but not limited to any efforts to collect from the patient, for Reference Laboratory Testing Services rendered under this Agreement.

3.2. Billing. Facility shall have the sole and exclusive responsibility and right to bill and collect from patients and payers for all Reference Laboratory Testing Services rendered by Reference Lab under this Agreement. While not anticipated, to the extent the applicable payer requires the performing laboratory to bill for the laboratory test in question, Facility shall notify Reference Lab and Reference Lab will be responsible for the billing of and collection from patients and payers for any such laboratory testing. To the extent Reference Lab is required to bill directly for Reference Laboratory Testing Services performed under this Agreement on more than a few occasions, the Parties agree to review the applicable payer policies and/or contracts and evaluate the extent to which this requires an amendment to this Agreement or the manner in which such laboratory testing is handled.

3.3. Compensation. As Reference Lab's sole and complete compensation for furnishing Reference Laboratory Testing Services pursuant to this Agreement, Facility shall pay to Reference Lab according to the current Sonoma County Board of Supervisors Approved Fee Schedule. Such compensation shall be paid within forty five (45) days of receipt of invoice. The Facility and Reference Lab managers and/or directors will monitor and review the scope of services provided under this Agreement.

3.4. Statement of Intention. It is the intention of the Parties that all payments by Facility to Reference Lab for Reference Laboratory Testing Services hereunder shall at all times be in compliance with all applicable laws and shall be the fair market value for services rendered. Accordingly, if either Party determines at any time or is reliably informed by any governmental authorities that the compensation arrangements set forth herein violate or are likely to be determined by a third party to violate any such laws or are not consistent with fair market value, the Parties agree to meet in good faith to amend this Agreement so as to address such concern or violation and to bring this Agreement into compliance.

3.5. Billing Records. Both Parties shall maintain internal accounting records of all testing performed under this Agreement and any corresponding billings to patients and payers. Reference Lab shall provide Facility with all billing information, including, but not limited to, the name of the patient, the ordering practitioner, the tests ordered, the tests performed, the test results, the dates of service and any other supporting information necessary for Facility to submit claims or

obtain payment or reimbursement for the Reference Laboratory Testing Services furnished by Reference Lab under this Agreement. Reference Lab shall assist and cooperate with Facility, upon request, in completing such billing and claim forms, in responding to requests for information and in appealing any claim denials for Facility patients receiving Reference Laboratory Billing Services from Reference Lab under this Agreement.

3.6. Assignment of Claims. During the term of this Agreement, all right, title and interest in billings, accounts receivable, income, collections and revenues arising or resulting from the performance of the Reference Laboratory Billing Services under this Agreement shall be the sole and exclusive property of Facility.

4. Term and Termination.

4.1. Term. The term of this Agreement shall begin on the Effective Date and shall continue for three (3)years thereafter, unless the Agreement is otherwise terminated in accordance with the terms hereof.

4.2. Termination. Either Party may terminate this Agreement at any time with or without cause and without penalty or premium upon thirty (30) days prior written notice. This Agreement shall terminate immediately (a) if necessary, in Facility's reasonable judgment, to protect patient health or safety, or (b) in the event Reference Lab or any personnel providing services on behalf of Hospital under the terms of this Agreement is excluded from participation in the Medicare, Medi-Cal and/or Medicaid programs. In the event of termination of this Agreement, Reference Lab shall cooperate with and shall not interfere in the transfer of responsibilities of the Reference Lab to a successor entity.

5. Access to Books and Records/Confidential and Proprietary Information.

5.1. Reference Lab shall cooperate and assist Facility in maintaining agreements with and obtaining payments from third party payers, including Medicare, Medi-Cal, Medicaid, and commercial and government payers. Reference Lab will make available to Facility such information and records Facility may reasonably request to facilitate its compliance with the requirements of the Medicare Conditions of Participation and the Medi-Cal and Medicaid State Plan and to otherwise support its billing, certification and compliance needs.

5.2. During the term of this Agreement and for a period of four (4) years after the Agreement's termination, Reference Lab shall grant access to the following documents to the Secretary of U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller General, and their authorized representatives: this Agreement, and all books, documents, and records necessary to verify the nature and cost of services provided hereunder. If Reference Lab carries out the duties of this Agreement through a subcontract worth ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also

contain a clause permitting access by the Secretary, Comptroller General, and their authorized representatives to the related organization's books, documents, and records.

6. HIPAA Privacy and Security. Each Party represents and warrants that it is a covered entity under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology and Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) and the regulations promulgated thereunder (collectively "HIPAA") and that it shall protect the privacy, integrity, security, confidentiality and availability of protected health information disclosed to, used by, or exchanged by the Parties pursuant to this Agreement and otherwise comply in all materials respects with HIPAA.

7. Miscellaneous.

7.1. Independent Contractors. The Parties are independent contractors, and nothing in this Agreement shall be construed to create any other relationship, including but not limited to, employment, partnership, joint venture, or agency.

7.2. Notices. Any notice required or permitted to be given hereunder shall be written and may be delivered personally to the addressee or sent to it by United States certified mail, postage prepaid and return receipt requested, and addressed or delivered to each of the Parties at the addresses set forth below or such other address as may hereafter be designated by a Party by written notice thereof to the other Parties. Except as otherwise provided herein, any such notice shall be deemed to be given when personally delivered or, if mailed, three (3) business days after the date of mailing, one (1) business day after being sent by a nationally recognized overnight courier service, or transmitted electronically either by facsimile ("Fax") or Electronic Mail ("E-mail") with an electronic reproduction of the document as an attached PDF or similar document with proof of its delivery. A Party may change its address for the purposes of notices hereunder by giving notice to the others specifying such changed address in the manner specified in this Section.

If to Reference Lab:
_____
_____
_____
Attention:

If to Facility:
Providence Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attention: Laboratory Manager

With a copy:

St. Joseph Health Northern California, LLC.
1165 Montgomery Drive
Santa Rosa, CA 95405
Attention: Regional Contracting Department

7.3. **No Third-Party Rights**. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto.

7.4. **Severability.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

7.5. **Governing Law.** The laws of the State of California shall govern this Agreement.

7.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement. The Parties hereby acknowledge and agree to accept handwritten signatures transmitted by Fax or by E-mail, as an attached PDF (or similar) document, or by any other electronic reproduction of the original signed document intended to preserve the original graphic and pictorial appearance of a document will have the same legal binding force and effect as physical execution and delivery of original document(s) bearing the original handwritten signature(s).

7.7. **Waiver.** Any waiver, express or implied, of any terms, covenants and/or conditions hereof must be in writing and signed by the Parties hereto. A failure to insist upon performance of the terms and conditions of this Agreement, failure to exercise any right or privilege herein, or the waiver of any of the terms, covenants and/or conditions hereof shall not operate as or be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

7.8. **Indemnification.** Reference Lab will defend, indemnify, and hold harmless Facility, including its officers, employees, and agents from and against any and all third party claims, losses, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for death or injury of any third party and for loss or damage to any property, arising or alleged to arise due to the acts or omissions of Reference Lab or the failure of Reference Lab to perform its obligations under this Agreement or breach of any representations or warranties; providing, however, Reference Lab shall not be obligated to defend, indemnify, and hold harmless Facility to the extent any such losses, claims, liabilities, damages, and costs are the result of the intentional misconduct or negligence of Facility. Reference Lab shall assume control of the defense of such claims, but shall

not settle the same without written consent of Facility.

7.9. Entire Agreement; Amendment. This Agreement including any attachments and/or exhibits hereto contains the complete and full agreement between the Parties hereto with respect to the subject matter hereof and shall supersede all other, prior, or contemporaneous agreements, understandings, promises, or negotiations, whether written or oral relative to the subject matter hereof by and between the Parties. No other agreements, representations, warranties, or other matters, whether written or oral, purportedly agreed to or represented by or on behalf of either Party by any of its agents, employees, contractors, or representatives acting under their control shall be deemed to bind the Parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended but only by an instrument in writing mutually agreed upon and signed by each Party's duly authorized signatory to the Agreement. The Parties acknowledge and agree that each Party's authorized signatory is acting under their respective Party's control and is executing this Agreement as its agent and representative. The Parties agree to amend this Agreement to the extent reasonably necessary for Facility or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

The Parties hereby execute this Agreement as of the day and year first written above.

Sonoma County Public Health Laboratory	**St. Joseph Health Northern California, LLC d.b.a. Providence Santa Rosa Memorial Hospital**
By: _____	By: _____
Name: Jennifer Solito	Name:
Title: Interim Director Department of Health Services County of Sonoma	Title:
Date: _____	Date: _____