

LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICES AGREEMENT is made and entered into this (Day) _____, (Month) _____, (Year) _____, between DB Labs, LLC ("DB") and _____ ("Physicians' Practice")

DB operates a Toxicology Laboratory in compliance with all CLIA rules and this agreement at 522 E. Main St, Edmore, MI 48829.

DB and the Physicians' Practice desire to provide a full statement of their respective rights and obligations in connection with performance of each party's duties as following:

Section 1: Duties

Duties of DB Labs, LLC

DB shall provide the following services:

- Provide all toxicology testing offered by or available to DB, or as may be offered by or available to DB in the future.
- Provide laboratory test reports by mail and/or internet/electronic transmission.
- Process all specimens received within 4 business days of receipt by DB
- Will use its customary billing practices for billing of all testing. DB will submit claims for payment for such tests to the responsible party for payment for the services. DB's claims for payment will be accurate and comply with pertinent legal and statutory requirements and requirements of the responsible party to which the claim is submitted.
- Shall acquire all rights in and to receive payment for the services provided under this Agreement.
- Provide usual and customary supplies for the sole purpose of storing and transporting specimens to be tested by DB, including labels that may be used by physician practice to send specimens to DB.
- Report testing results to physician practice via fax, email or to an EMR if necessary.
- Provide the name and direct phone number of a DB employee who will be the contact for all referring physicians for any customer service/laboratory service related issues.
- Continue and remain in compliance with all CLIA rules and regulations.

Duties of Physicians' Practice:

- Shall specify each laboratory test to be performed by DB hereunder on a requisition form provided to the Physicians' Practice by DB
- Shall provide Custom Profile and ALL demographic as well as insurance information to complete claims in full. Any missing information shall be promptly collected and provided to DB. The physicians clinic/ practice acknowledges that incomplete or inaccurate information may result in delayed billing, delayed reimbursement or refusal of reimbursement, which are damages to DB
- Agrees to cooperate fully with DB as to all billing and collection for payments due to DB associated with any specimen or testing performed by DB under this Agreement.
- Nothing in the Agreement shall create any obligation or condition requiring the Physicians' Practice to refer or send to DB any government funded samples of any kind, whatsoever.
- Shall not pay commissions earned through this Agreement to any referring physicians or make any payments prohibited by law.

Section 2: Term and Termination

- Term: The initial term of this agreement shall be for one year (1) years. This Agreement shall automatically renew for successive one (1) year terms following the initial year term. This Agreement may be terminated at the end of the applicable term by providing at least 30 days' notice prior to the end of the term.

