

**COVID-19 WORK PLACE TESTING
LABORATORY SERVICES AGREEMENT**

THIS **LABORATORY SERVICES AGREEMENT** ("Agreement") is entered into and effective as of August 1, 2021 (the "Effective Date"), by and between ____ ("Client"), and Wild Health, Inc. and its subsidiary C19 Labs (collectively "Provider").

RECITALS:

A. Client is in need of certain laboratory services, specifically testing related to Covid-19 (the "Services") for its staff.

B. Provider is duly licensed in the Commonwealth of Kentucky and certified as a high complexity Provider under the Clinical Laboratory Improvement Amendments of 1988 ("CLIA") and is qualified to provide the Services.

C. Provider and Client agree that it is in the best interest of Client's ability to provide quality patient care in a cost-effective and efficient manner for Client to contract with Provider to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Client and Provider agree as follows:

1. PROVIDER'S OBLIGATIONS.

1.1 **Services Prior to Testing.** Provider shall be available by phone, electronic mail, or any other reasonable means of communication to liaise with Client regarding logistics involving the facilitation of the testing services described in the following paragraph.

1.2 **Testing Services.** While this Agreement is in effect, Provider shall provide the Services at Provider's facility as requested by Client as it relates to employee testing. The Services shall consist of the tests listed on Exhibit A, which is attached hereto and incorporated by reference. Provider will be closed on all Federal Holidays.

1.3 **Provider Qualifications.** Provider is and shall be accredited and licensed with all applicable regulatory and governmental agencies as mandated by federal and Kentucky statutes as necessary to provide the Services, including licensure, accreditation or certification, as applicable, under the CLIA.

1.4 **Records and Reports.** Provider shall provide or cause to be provided to Client all records and reports related to the results of the Services requested by Client. Provider will make test results available to Client within forty-eight (48) hours of analysis; however, Provider shall use its best efforts to make test results available withing twenty-four (24) hours of analysis. Client shall be solely responsible for

any state or federal reporting obligations, including those to the Centers for Disease Control and Prevention and any state or local public health departments related to the results of the Services provided pursuant to this Agreement; however, Provider agrees to assist and provide any information within Provider's positions reasonably necessary for Client to complete such reporting obligations.

1.5 **Retesting.** If Client needs follow up testing due to positive or indeterminate tests, retesting can be performed at Client's request at the cost listed in Exhibit A, which shall be the Client's responsibility unless otherwise agreed to by Provider.

1.6 **Representations and Warranties.** Provider represents and warrants to Client, upon execution and while this Agreement is in effect, as follows:

1.6.1 Provider is not bound by any agreement or arrangement which would preclude or restrict Provider from entering into, or from fully performing the Services required under, this Agreement; and

1.6.2 The Provider's laboratory licenses, accreditations or certifications to provide laboratory services in the Commonwealth of Kentucky have not, at any time, been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action or restricted in any way.

2. **PROVIDER'S COMPENSATION.**

2.1 **Billing and Collection.** The Services covered under this Agreement relate specifically to testing performed at Client request for its employees, agents and contractors, which are currently covered under Provider's agreement with the Commonwealth of Kentucky ("State Contract"). Client shall not be directly responsible for Provider's compensation.

2.2 **Release, Consent and Authorization.** Prior to administering any test, Client shall ensure that each individual to be tested completes a consent form that authorizes the administration and processing of the test and further directs Provider to provide the individual's test results directly to Client. The consent form shall be substantially in the form attached as Exhibit B. Client further represents and warrants that all such results from the Services provided herein will also be provided to the employee, contractor, or agent to which the test relates.

3. **TERM AND TERMINATION.**

3.1 **Term.** The initial term of this Agreement ("Initial Term") shall be one (1) year, commencing on the Effective Date. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Terms"), unless either party notifies the other party of its intent not to renew the Agreement at least thirty (30) days prior to the end of the then current term. The word "Term" as used hereinafter shall mean the period of time beginning with commencement of the

Initial Term and ending on the expiration date of the Initial Term or the last Renewal Term, if any.

3.2 **Termination.**

3.2.1 **Termination Without Cause.** At any time during the Term, either party may terminate this Agreement without cause by giving the other party at least thirty days (30) days' prior written notice.

3.2.2 **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for thirty (30) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

3.2.3 **Immediate Termination.** Either Party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events:

- (a) the denial, suspension, revocation, termination, restriction, lapse, or voluntary relinquishment (under threat of disciplinary action) of any of a Party's licenses, certifications or accreditations in the State or in any other jurisdiction;
- (b) breach by a Party of any of the confidentiality provisions hereof;
- (c) failure by a Party to maintain the insurance required under this Agreement;
- (d) closure of facility, cessation of the patient care operations, or sale of facility, or of all, or substantially all, of facility's assets; or
- (e) a Party's conviction of a criminal offense related to health care, or listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

3.2.4 **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination, including the completion of pending tests for samples in Provider's possession; or (c) for rights and obligations arising as a result of any breach of this Agreement. In the event this Agreement is terminated prior to the expiration of the then existing Initial Term or Renewal Term, as the case may be, the parties shall not thereafter enter into the same or a similar agreement on payment terms different from those contained in this Agreement until the expiration of the Initial Term or any Renewal Term (or if Initial Term is greater than one year, until the expiration of the one

(1) year period from the Effective Date, if termination occurs during the first year of the Initial Term, or until the expiration of the Initial Term or any Renewal Term if termination occurs thereafter).

4. **INDEPENDENT CONTRACTOR STATUS.** Provider shall act at all times under this Agreement as an independent contractor of Client. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Provider shall be liable for Provider's own debts, obligations, acts and omissions, including the payment of all withholding, social security and other taxes and benefits. As an independent contractor, Provider is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations. Provider shall not be subject to any Client policies solely applicable to Client's employees and shall not be eligible for any employee benefit plan offered by Client. In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Provider hereby waives, for the period prior to the date such determination becomes final, any and all claims to coverage under Client pension, profit-sharing, health, dental, welfare or similar type plans which are generally limited to Client employees, unless otherwise agreed by Client in writing. The provisions of this Article shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

5. **INSURANCE.**

- 5.1 Each Party shall maintain, at that Party's sole expense, general and professional liability insurance for the Party and its employees and agents, in an amount of coverage of not less than \$1,000,000 for a single claim, and not less than \$2,000,000 for aggregate claims during a twelve (12) month period. Each Party shall provide a certificate of such insurance coverage, upon the other Party's request.

6. **CONFIDENTIALITY.**

- 6.1 **General.** Each party recognizes and acknowledges that, by virtue of entering into this Agreement and performing their respective obligations hereunder, each party may have access to certain information of the other party that is confidential and constitutes proprietary, valuable, special and unique property of the other party. For the purposes of this Agreement:

- 6.1.1 Confidential Information means, without limitation, all information proprietary to either party, whether or not marked "confidential," that constitutes trade secrets and/or confidential information as construed by applicable law or information that is not already available to the public, all of which the parties hereto agree constitutes trade secrets under the Uniform Trade Secrets Act, including, but not limited to, all information

relating directly or indirectly to the business of either party, prospect lists, referral sources, customer lists and customer information, information concerning services and supplies, marketing programs, computer program and systems, business and supplier contracts, techniques, processes, methods, technologies, business information, financial data, financial plans, products, equipment, sales information, costs data, personnel, product tests, pricing policies, distributorship arrangements, business plans or business strategies, information regarding any acquisition or joint venture arrangements or other enterprises with whom either party has business relationships.

- 6.1.2 Confidential Information does not include (i) information that is generally available to the public at the time of receipt by either party, (ii) subsequently becomes generally available to the public through fault of the party to which the information was disclosed to hereunder or (iii) information that is properly and lawfully in the possession of either party and was not obtained, directly or indirectly, from the other party or from another source known to the other party to be bound by a duty of confidentiality.

6.2 **Duty to Keep Confidential Information Confidential.** Each party hereby agrees and undertakes that with respect to Confidential Information each party will:

- 6.2.1 treat and keep all Confidential Information of the other party as secret and confidential;
- 6.2.2 not divulge, reveal, publish, communicate or disclose any Confidential Information, directly or indirectly, of the other party to any other person except with the prior written consent of the disclosing party, as may be required by law, in which case the party to which the Confidential Information was disclosed to agrees to provide the other party prior written notice and cooperate with it in seeking such legal remedies as may be available to prevent such disclosure, and to a party's legal counsel, accountants or financial advisors;
- 6.2.3 not use any Confidential Information of the other party in any way or for any purpose other than for the purpose of fulfilling the terms and obligations of this Agreement;
- 6.2.4 not use any Confidential Information of the other party for personal benefit or for the personal benefit of any other person or entity;
- 6.2.5 use commercially reasonable efforts to maintain the secrecy and confidentiality of Confidential Information of the other party and ensure that Confidential Information is not disclosed by any person, in whole or in part, contrary to any of the terms of this Agreement;

6.2.6 not disclose the terms of this Agreement to any person who is not a party or signatory, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by the other party, such that the unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing party with the option of pursuing remedies for breach or termination of this Agreement.

6.3 **HIPAA Compliance.** To the extent applicable, each Party will comply with the relevant portions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the "Federal Privacy Regulations").

6.4 **Survival.** The provisions of this Article shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. INDEMNIFICATION

7.1 **Indemnification by Provider.** Provider shall defend, indemnify and hold Client, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its employees, agents, contractors or representatives.

7.2 **Indemnification by Client.** Client shall defend, indemnify and hold Provider, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its employees, agents, contractors or representatives.

7.3 Any party entitled to indemnification under this Section 7 shall, after receipt of a threat of any claim or a notice of the commencement or filing of any claim against which such party may be indemnified hereunder, give timely notice thereof to the indemnifying party. Failure to give or delay in giving such notice shall not relieve the indemnifying party of any liability except to the extent that the defense of such claim is prejudiced thereby. The indemnified party shall allow the indemnifying party to have sole control of the defense and of all negotiations for settlement of such claim, except that no compromise or settlement thereof may be effected or committed unless (i) such settlement or compromise includes a full discharge and release of any and all liability for the indemnified party, (ii) such settlement or compromise does not involve any non-monetary, injunctive or other equitable relief entered against the indemnified party, does not require the

indemnified party to do or to forbear from doing any act, and does not involve, require, or imply the admission of any wrongful act (whether civil or criminal) by the indemnified party, and (iii) is kept confidential pursuant to a confidentiality and non-disclosure agreement which shall be reasonably acceptable to the indemnified party. The indemnified party shall provide all reasonable assistance, at the indemnifying party's request and expense, needed in the defense or negotiation for settlement of such claim. The indemnified party may also elect to participate in the defense of such claim at its own expense with counsel of its choice.

- 7.4 The provisions of this Section 7 shall be deemed continuing and shall survive any termination or expiration of this Agreement.

8. MISCELLANEOUS

- 8.1 **Entire Agreement; Modification.** This Agreement along with the Exhibit(s) attached hereto 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.
- 8.2 **Governing Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky.
- 8.3 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 8.4 **Notices.** All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

If to Client:

If to Provider:

Wild Health, Inc.
535 Wellington Way
Suite 330
Lexington, KY 40503
Attn: _____

or to such other persons or places as either party may from time to time designate by notice pursuant to this Section.

- 8.5 **Waiver.** A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 8.6 **Survival.** All provisions that by their terms should survive this Agreement shall survive the termination of this Agreement.
- 8.7 **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 8.8 **Force Majeure.** No party shall be liable for any failure to perform its obligations where such failure is as a result of a force majeure (including without limitation fire, flood, earthquake, explosion, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist threats or activities, nationalization, government sanction or other action, blockage, embargo, national emergency, epidemic/pandemic, lock-outs, strikes or labor disputes (whether or not relating to either party's workforce); or instances of one or more of the following occurrences: interruption or failure of electricity, internet or telephone service, where such occurrence(s) are found to be beyond the control of the party suffering the occurrence(s).
- 8.9 **Assignment; Binding Effect.** Neither party may assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- 8.10 **Referrals.** The parties acknowledge that none of the benefits granted either party hereunder or any provisions of this Agreement are conditioned on any requirement that any party to this Agreement make referrals to, be in a position to make or influence referrals to, or otherwise generate business for any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, this Agreement is executed by the parties below as of the date set forth beside their respective signatures to be effective as of the Effective Date.

CLIENT:

By: Larry B. Hannon
Name: LARRY B. HANNON
Title: SUPERINTENDENT
Date: 9/10/2021

LAB:

Wild Health, Inc.

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES AND FEE SCHEDULE

CODE	DESCRIPTION OF TEST	FEE

EXHIBIT B

FORM CONSENT

Informed Consent for Coronavirus (COVID-19) Screening

I authorize Wild Health to conduct collection, testing, and screening for COVID-19 through a [nasopharyngeal swab]. I acknowledge that this screening is being conducted at the request of the Gallatin County School District and any results or findings are for its benefit in order to determine whether it is safe for me to attend school. I further acknowledge and expressly consent to each of the following:

- (1) I authorize my test results to be disclosed to the county, state, or to any other governmental entity as may be required by law.
- (2) I acknowledge that a positive test result is an indication that I must self-isolate in an effort to avoid infecting others.
- (3) I understand that I am not creating a patient relationship with Wild Health by participating in this screening. I further understand that Wild Health is not acting as my medical provider and is not conducting a diagnostic test.
- (4) I understand that testing does not replace treatment by my medical provider. I assume complete and full responsibility to take appropriate action with regards to my test results. I agree that I will seek medical advice, diagnosis, care, and any necessary treatment from a medical provider if I have questions or concerns, or if my condition requires me to do so. If I do not have a medical provider, I may ask Wild Health for a list of health care professionals from whom I may receive follow-up care.
- (5) I understand that, as with any medical test, there is the potential for the occurrence of a false positive or false negative test result.

I have been given the opportunity to ask questions about this Consent before I sign, and I have been told that I can ask other questions at any time.

Parent name (please print): _____

Signature (parent): _____

Student name: _____

Check if applicable: () Parent () Guardian () Legally Authorized Representative

Date: _____

EXHIBIT C

FORM CONSENT

Informed Consent for Coronavirus (COVID-19) Screening

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- (1) I authorize my test results to be disclosed to the county, state, or to any other governmental entity as may be required by law.
- (2) I acknowledge that a positive test result is an indication that I must self-isolate in an effort to avoid infecting others.
- (3) I understand that I am not creating a patient relationship with Wild Health by participating in this screening. I further understand that Wild Health is not acting as my medical provider and is not conducting a diagnostic test.
- (4) I understand that testing does not replace treatment by my medical provider. I assume complete and full responsibility to take appropriate action with regards to my test results. I agree that I will seek medical advice, diagnosis, care, and any necessary treatment from a medical provider if I have questions or concerns, or if my condition requires me to do so. If I do not have a medical provider, I may ask Wild Health for a list of health care professionals from whom I may receive follow-up care.
- (5) I understand that, as with any medical test, there is the potential for the occurrence of a false positive or false negative test result.

I have been given the opportunity to ask questions about this Consent before I sign, and I have been told that I can ask other questions at any time.

Name (please print): _____

Signature: _____

Date: _____