

LABORATORY INTERFACE SYSTEM AGREEMENT

This Agreement is made this June 28, 2023, by and between Mangum City Hospital Authority (“HOSPITAL”), having a principal place of business at One Wickersham Drive, Mangum, Oklahoma 73554, United States and Laboratory Corporation of America having facilities in Burlington, North Carolina (“LABCORP”).

Whereas, HOSPITAL utilizes a hospital information system developed by a third party vendor (the “HOSPITAL SYSTEM”); and

Whereas, HOSPITAL has requested that LABCORP arrange for the installation of a customized computer interface between the HOSPITAL SYSTEM and the LABCORP SYSTEM (the “INTERFACE”) which will enable HOSPITAL to communicate more efficiently with LABCORP; and

Whereas, to facilitate the ordering of tests from the HOSPITAL SYSTEM and reporting of results from the LABCORP SYSTEM, LABCORP is willing to assist HOSPITAL in arranging for the installation of the INTERFACE in accordance with the terms of this Agreement.

LABCORP and HOSPITAL agree as follows:

1. LABCORP agrees to assist HOSPITAL in arranging with the third party vendor set forth on Exhibit A, attached hereto and incorporated herein by reference (“VENDOR”) for the development and installation of the INTERFACE described on Exhibit A.
2. HOSPITAL agrees to cooperate with VENDOR and LABCORP in connection with such installation and to sign any software licenses or similar agreements required by VENDOR to facilitate development and/or installation of the INTERFACE. HOSPITAL agrees to establish mutually acceptable timeframes with LABCORP for achieving completion and implementation of the INTERFACE.
3. HOSPITAL agrees to participate with LABCORP and VENDOR in the testing of the INTERFACE, including but not limited to the sending of data to LABCORP to test the INTERFACE. If required by the INTERFACE and/or VENDOR, HOSPITAL and LABCORP will work together to establish a cross-reference file.

In the event HOSPITAL fails to cooperate with INTERFACE development and/or to implement the INTERFACE within six (6) months from the date the VENDOR provides the INTERFACE to HOSPITAL, LABCORP in its sole discretion may immediately terminate this Agreement. If this Agreement terminates as a result of HOSPITAL’s failure to cooperate and/or implement the INTERFACE, HOSPITAL agrees to reimburse LABCORP the total cost of the INTERFACE as set forth on Exhibit B, attached hereto and incorporated herein by reference, within thirty (30) days of termination of this Agreement by LABCORP.

4. HOSPITAL agrees to reimburse LABCORP for the expenses LABCORP incurs in connection with arranging for the installation of the INTERFACE in the manner and subject to the conditions set forth in Exhibit B. HOSPITAL shall also be responsible for all costs related to upgrades to HOSPITAL SYSTEM whether required by the INTERFACE and/or VENDOR or otherwise, prior to INTERFACE installation. Following installation of the INTERFACE, HOSPITAL shall be responsible for all maintenance, support and service fees whether required by VENDOR or otherwise, which are related to HOSPITAL SYSTEM and the INTERFACE.
5. The Initial Term of this Agreement shall be three (3) years, effective as of the date first set forth above. This Agreement shall be automatically renewed at the end of the Initial Term for successive one (1) year periods (the “Renewal Term(s)”) thereafter unless otherwise terminated by either party. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party a thirty (30) day prior written notice.
6. LABCORP is transmitting result reports to VENDOR, and into VENDOR's system, because of Vendor's relationship with HOSPITAL. HOSPITAL acknowledges that any claims related to the installation or functioning of the INTERFACE shall be brought to the attention of VENDOR. LABCORP shall not be

responsible for any claim in connection with the installation or performance of the INTERFACE. HOSPITAL hereby expressly releases LABCORP and agrees to indemnify and hold LABCORP harmless from any and all claims, including any and all claims for property damage, personal injuries and/or consequential, punitive or other damages which arise, or are alleged to have arisen, in connection with the operation or functioning of the INTERFACE.

7. LABCORP may find it necessary to place equipment at HOSPITAL's location with respect to the effective functioning of such INTERFACE ("EQUIPMENT"). LABCORP shall retain title and/or its other ownership interest in the EQUIPMENT. HOSPITAL agrees that the EQUIPMENT is and shall remain LABCORP's personal property. HOSPITAL shall not sell, mortgage, assign, transfer, lease, sublet, loan, or part with possession of the EQUIPMENT, or any interest thereon, or permit any liens or charges to become effective thereon. HOSPITAL shall bear the entire risk of all loss, theft, damage or other interruption or termination of use of the EQUIPMENT from any cause whatsoever until the EQUIPMENT is returned to LABCORP.
8. HOSPITAL represents and warrants that no physician or physician's family member has an interest in this Agreement or in HOSPITAL, either directly or indirectly, through debt, equity or otherwise. It is the intent of the parties hereto to comply with Section 1877 of the Social Security Act (commonly known as the "Stark Provisions") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320a, and any regulations issued thereunder and any similar state laws and regulations. Therefore, the parties agree that pursuant to this Agreement, LABCORP shall only provide items, devices, or supplies that are used solely to order or communicate the results of tests or procedures performed by LABCORP for HOSPITAL.

The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, this Agreement shall terminate immediately by written notice thereof to the other party unless the parties agree to such modifications of the Agreement as may be necessary to establish compliance.

Each of the parties represents and warrants to the other party, with respect to all protected health information (as that term is defined under the HIPAA privacy regulation, as amended from time to time), that it is a covered entity and not a business associate of the other party under the HIPAA privacy regulation 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 appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA privacy regulations and the HIPAA security regulations.

9. If LABCORP will bill patients or third-party payors for the laboratory tests ordered by HOSPITAL from LABCORP, HOSPITAL understands that it is HOSPITAL's responsibility to provide LABCORP with current billing information, including but not limited to diagnosis codes, patient and insurance information on all tests ordered by HOSPITAL from LABCORP.
10. All written notices pursuant to this Agreement shall be deemed given when sent to LABCORP and to HOSPITAL by certified mail, return receipt requested, as follows:

if to LABCORP:

Laboratory Corporation of America
7777 Forest Lane, Suite C-350
Dallas, TX 75230
Attention: Contract Administrator

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, North Carolina 27215
Attention: Law Department

and if to HOSPITAL:
Mangum City Hospital Authority
One Wickersham Drive
Mangum, Oklahoma 73554, United States
Attention: _____

or to such other address or person as LABCORP or HOSPITAL shall specify by written notice to the other.

11. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and no amendment or modification of its terms shall be valid or binding upon any party unless reduced to writing and signed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Laboratory Corporation of America
("LABCORP")

Mangum City Hospital Authority
("HOSPITAL")

By: _____
Terry Farrell

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of INTERFACE

Bi-Directional Interface developed by Evident (CPSI) which allows 1) the HOSPITAL SYSTEM to electronically transmit test orders to the LABCORP SYSTEM and for the LABCORP SYSTEM to electronically receive the transmission of such test requests from the HOSPITAL SYSTEM; and 2) the LABCORP SYSTEM to electronically transmit test results to the HOSPITAL SYSTEM and the HOSPITAL SYSTEM to electronically receive the transmission of such test results from the LABCORP SYSTEM.

EXHIBIT B

The cost of the INTERFACE shall be included in the reference testing fees.