



Client Name: MANGUM REGIONAL MEDICAL CTR

Client Account Number: 85998

INTERFACE AGREEMENT For Electronic Medical Record Interface

THIS AGREEMENT is made this 31 day of MAY, 2024 by and between MANGUM REGIONAL MEDICAL CTR with its place of business at 1 WICKERSHAM DR, MANGUM, OK, 73554 (hereinafter called "Client"), and Clinical Pathology Laboratories, Inc., a Texas Corporation having its principal place of business at 9200 Wall Street, Austin, TX 78754, (hereinafter called "CPL").

WHEREAS CPL is a reference laboratory that performs laboratory tests for health care providers or organizations, including physicians, hospitals, ACO's, clinics and other laboratories, and

WHEREAS Client is a health care provider or organization which orders clinical laboratory tests for its patients, and

WHEREAS the parties desire to enter into an Agreement whereby CPL will provide an interface for providing laboratory test results and/or ordering laboratory tests

WHEREAS Client acknowledges that CPL has incurred implementation fees in the sum of \$0.00 in furnishing the interface to Client,

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions herein stated, Client and CPL agree as follows:

1. INTERFACE

- 1.1** CPL agrees to provide, at CPL's expense, an interface between CPL Laboratory Information System (LIS) and the Client's Electronic Medical Record system or Laboratory Information System, located at the address set forth above, to allow the sending of laboratory orders and/or importing of CPL laboratory results into the Client's Electronic Medical Record (hereinafter called "EMR") software entitled **TRUBRIDGE/CPSI**
- 1.2** The Interface shall be installed and used at the Client's location specified herein, and shall not be removed therefrom without CPL's prior written consent.
- 1.3** Client agrees that it is being provided with the Interface only for transmitting orders for laboratory tests and/or importing CPL laboratory results into the Client's EMR software.
- 1.4** Client agrees that Client is solely responsible for maintaining the data integrity of the laboratory results as transferred by CPL through the interface. If for some reason the laboratory results do not appear reasonable or accurate as to format or disclosure within the electronic medical records system, Client should notify CPL immediately.
- 1.5** In the event that Client is issuing orders and receiving test results solely via an electronic medium, Client will notify CPL in writing prior to any change in or software modification to its electronic medical record system and/or its laboratory information system. Client will then supply CPL documentation of the orders being issued and the results being received into its system after any such change or modification so that CPL may review the test order and result data for accuracy. During such time orders may be furnished by Client and results may be transmitted to Client by an alternate method.
- 1.6** Implementation of the stated interface will follow all guidelines of the College of American Pathologists (CAP) to insure integrity of the electronic communication of orders and transmitted results. To maintain CPL's accreditation with the CAP, CPL is required to continue to verify the integrity of data flowing through the interface every two (2) years. Client will be compliant and responsive to CPL's future requests for data to complete the audit process timely.

2. TERM AND TERMINATION

- 2.1** This Agreement shall remain in force and effect for two (2) years from the date set forth above, and shall renew for successive annual periods unless terminated by either party. Either the Client or CPL may terminate this Agreement at

any time, with or without cause, by providing thirty (30) days written notice.

- 2.2** If Client should terminate this agreement or discontinue using CPL's services prior to the end of the initial two year term, then Client shall immediately reimburse CPL for the implementation and service fees incurred by CPL in proportion to the time remaining on the two year term.
- 2.3** CPL agrees to pay the initial maintenance fees charged by Client EMR vendor for support of the interface. Client shall assume responsibility and be billed directly by Client EMR for all subsequent maintenance and support.

3. NO REFERRAL CONDITIONS

The parties acknowledge and agree that this Agreement was not entered into under any conditions other than as set forth herein, and that this Agreement is not conditioned upon the referral of Medicare, and/or Medicaid testing by Client to CPL.

4. SEVERABILITY

It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under applicable laws and regulations, and that the unenforceability of any provision or provisions under such laws or regulations will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to delete or to modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

5. INDEPENDENT CONTRACTOR

It is understood that CPL and Client are independent contractors engaged in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

6. WAIVER

No waiver of any breach or failure by either party 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.

7. FORCE MAJEURE

No delay in or failure of performance by either party under this Agreement will be considered to be a breach hereof if, and to the extent that such delay or failure of performance is caused by an occurrence or occurrences beyond the reasonable control of the party affected.

8. NOTICES

All notices hereunder must be in writing, addressed to the respective parties at the address set forth in the initial paragraph of this Agreement hand delivered, or sent via email, certified mail or recognized overnight courier service. Notice shall be effective two days after mailing or on the date of receipt, whichever date is earlier. Notices to CPL shall be sent to CPL Account Executive, CPL Connectivity Group or to clienthelpdesk@cpllabs.com.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties hereto with regard to the subject matter hereof, and no amendment or modification of its terms shall be valid or binding upon any party unless reduced to writing and signed by authorized representative of both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

Clinical Pathology Laboratories, Inc.

Client:

By: _____

By: _____

Name (*printed*): _____

Name (*printed*): Carson VanZant

Title: _____

Title: Chairman of the Board