

## STANDARD TERMS & CONDITIONS OF SERVICE

Laboratory Services delivered by Aspenthi to any person or entity (“Client”) shall be on the following terms unless modified in writing:

### 1. Scope of Services

- 1.1. Aspenthi shall maintain requisite licensure and accreditation for performing of the Laboratory Service(s). Aspenthi shall notify Client immediately in the event Aspenthi no longer possesses the requisite accreditation and Client shall have the right to immediately terminate service subject to payment provisions outlined in section 3 for testing performed during the period during which Aspenthi is properly licensed and in compliance with these Standard Terms and Conditions of Service.
- 1.2. Aspenthi provides only clinical laboratory testing. Chain-of-custody and employment testing is excluded from these Standard Terms and Conditions of Service and samples for chain-of-custody or employment testing should not be sent to Aspenthi.
- 1.3. All Laboratory Services shall be ordered only based on medical necessity and only by persons who are authorized under state and/or federal law to order laboratory tests.

### 2. Requisitions and Collections

- 2.1. Client shall provide Aspenthi with correct and complete patient demographic, third-party payor, Medicare, or Medicaid information within sixty (60) days of the date services are provided. Upon request by Aspenthi, accompanied by any legally required patient consents to disclosure, Client will provide a copy of the signed order for laboratory services and medical records supporting the medical necessity of the testing ordered within thirty (30) days.
- 2.2. Client shall collect samples in requisite collection tube(s) pertinent for Laboratory Service(s) in accordance with manufacturer’s instructions, Aspenthi guidelines and in accordance with the requisite test protocols. Alternatively, Client may refer Patients to one of Aspenthi’s Patient Collection Centers (“PSC”) or In-Account Collectors (if available) for specimen collection.
- 2.3. If Client collects the sample, Client shall be solely responsible for the labeling and identification of samples sent to Aspenthi. Aspenthi shall provide Client with packing material and shipping labels for the transport of specimens to Aspenthi. Aspenthi shall accept responsibility for the handling of the specimens once they have been delivered to and accepted by Aspenthi.

### 3. Billing

- 3.1. Aspenthi shall directly bill its usual and customary charge to the appropriate patient and/or payor according to the information documented on the test requisition unless otherwise instructed by Client. In the event that Client does not furnish Aspenthi with correct and complete patient demographic, third-party, Medicare, or Medicaid information within sixty (60) days of the date services are provided, Aspenthi shall not be obligated to bill the patient, third party, Medicare, or Medicaid, and client shall be responsible for payment of the services rendered. Additionally, if Client fails to provide a copy of the signed order and supporting medical documentation within thirty (30) days of a request by Aspenthi, client shall be responsible for payment of any claims rejected by the third-party payor, Medicare, or Medicaid due the failure to provide such documentation. In either case, Client agrees to pay all invoices within thirty (30) days receipt thereof.
- 3.2. In the event Client fails to timely pay invoices and/or fails to provide the appropriate patient, third-party, Medicaid, or Medicaid information, Aspenthi reserves the right to suspend services and declare all balances due and payable at such time. Aspenthi and its representatives will communicate billing issues directly with Client’s representatives to avoid such circumstances.



**3.3.** Aspenti maintains a financial assistance program for patient balances. Aspenti's FAIR™ (Financial Affordability In Recovery) program provides financial assistance to patients in need. FAIR offers discounts of up to 100% for the expenses associated with testing for patients without insurance, or who have high deductible health plans, or gaps in coverage, the budget-friendly FAIR program is available for patients with household incomes at or below 400% of the Federal Poverty Guidelines. Details regarding application for the FAIR program are available at: [https://www.aspenti.com/wp-content/uploads/2017/06/FAIR\\_PROGRAM\\_APP.pdf](https://www.aspenti.com/wp-content/uploads/2017/06/FAIR_PROGRAM_APP.pdf)

#### **4. Results, Records and Laboratory Data**

**4.1. Reports.** For each order of Laboratory Services performed, Aspenti shall provide a final report for results electronically or via fax, in accordance with Client's preference. Such final report shall include test(s) results with a clear statement of the reference ranges used, (where defined) for the tests described, the methodology(ies) used, and comments deemed necessary and appropriately make clear the nature, extent and severity of any abnormal findings. Client shall comply with all applicable federal, state and local reporting requirements.

**4.2. Results.** Aspenti shall perform and require Reference Laboratory(ies) to perform Laboratory Service(s) and interpret laboratory test results pursuant to applicable laws, regulations, and manufacture package insert instructions, unless otherwise approved by law, and shall perform Laboratory Service(s) using existing licensed methodologies and procedures and utilize requisite confirmatory tests recognized by the appropriate laboratory industry standards and those required by applicable law or regulation. Results shall be provided accurately and in a timely basis.

**4.3. Records.** Aspenti agrees to maintain laboratory records in such a form and for such duration as may be required by federal, state and local statutes and regulations. It is understood that the records maintained by Aspenti are and shall remain the property of Aspenti.

**5. Compliance.** Both Client and Aspenti agree to comply with all applicable statutes and regulations, including regulations and service rules issued by agencies including but not limited to, CLIA, CMS, State Medicaid agencies, OCR and OIG. Each party shall administer compliance policies throughout their respective organizations to ensure that such compliance abides by these guidelines and other applicable law. The Client will verify medical necessity of the testing requested prior to sending specimens to Aspenti.

**6. Governing Law.** These Terms and Conditions shall be interpreted pursuant to the laws of the State of Vermont, without effect to conflict of laws principles. Any legal action arising out of the contractual relationship between Aspenti and Client shall be filed and heard in the federal or state courts having jurisdiction in the State of Vermont.

**7. Waiver.** The failure of either party to enforce any term, condition, or right will not be construed to be a waiver of such term, condition, or right, or damages caused thereby, or of any other terms, conditions, or rights.

**8. Laboratory Service Hours.** The Laboratory shall operate, unless notice to the contrary is provided by Aspenti, from 8:00AM ET – 6:00PM ET, Monday through Friday.

#### **9. Specimen Collection, Ordering and Logistics**

**9.1. Specimen Collections.** The client may conduct its own specimen collections. In such circumstances, the client will be responsible for specimen collections and for delivery to Aspenti Health. Aspenti Health offers specimen collection training that will be available to the client. Training includes in person and/or webinar trainings via Aspenti Health's eLearning platform, specimen collection standard operating procedures documentation and a patient intake reference guide. Specimens should not be held at the client location longer than one day in order to assist with turn-around time on result reports. Aspenti Health offers coverage of shipping through UPS.

**9.2. Patient Service Centers (PSC) and/or Collections Hours.** Client shall have access to the Aspenti's Patient Service Centers during their normally posted times and days of operation. Details regarding the Patient Service Centers can be found on Aspenti's website. Aspenti will notify Client if the Patient Service Center should have any variance or changes in scheduling.

**9.3. Specimen Collection and Delivery Method.** Specimen delivery logistics vary dependent upon specimen collection scenarios. Outlined below are some collection scenarios and subsequent delivery options for



specimens.

Collection Operation Option	Ownership	Logistics
Aspenti Patient Service Center	Aspenti delivers specimens to Aspenti Lab for testing	UPS or Courier
Aspenti On-site Client Care Assistant (CCA)	Aspenti collects the specimens and delivers to Aspenti Lab for testing	UPS, Courier, CCA delivery.
Client performs own collections	Client to deliver specimens to Aspenti Lab for testing	UPS or Courier, Aspenti will manage

**9.4. Collection Supplies.** Clients can elect to receive a recurring monthly supply delivery from Aspenti. Monthly specimen volume will be monitored by the Client Services Support Center and supply levels will be adjusted accordingly. Aspenti provides:

- Aliquot tubes for confirmation submissions (if client is utilizing Aspenti confirmation testing)
- Specimen cups for screening submissions (if client is utilizing Aspenti screening testing)
- Specimen bags
- Specimen Labels
- UPS Shipping Bags, Boxes, and Labels

