

You are requesting testing to be performed at Children's Hospital Colorado, to receive these results you must accept CHCO's Standard Terms and Conditions contained below.

For more information about these Standard Terms and Conditions, please contact

LabOutreach@childrenscolorado.org

STANDARD TERMS AND CONDITIONS

1.0 The following Standard Terms and Conditions ("Terms and Conditions") outlines the terms and conditions applicable to all laboratory services provided either directly or through other reference labs by Children's Hospital Colorado ("CHCO"), a Colorado not-for-profit organization, to the requestor of laboratory services ("Client"), individually referred to as a "Party" and collectively as the "Parties."

1.1 CLIENT ACCEPTANCE OF ANY SERVICES PROVIDED BY CHCO IS CONDITIONED UPON ACCEPTANCE OF THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

1.2 If any provision of these Standard Terms is or becomes illegal, invalid or unenforceable in any competent jurisdiction, that provision is severed from this Standard Terms and the other provisions shall remain in force.

2.0 **Services Provided by Other Reference Laboratories.** At Client's request or when necessary for CHCO to be able to provide requested tests, CHCO may facilitate having tests performed at other reference labs. CHCO has established relationships with certain other labs and will send tests preferentially to those labs. If Client requests that CHCO send a test to a laboratory with which CHCO does not have an established relationship, CHCO will notify Client, and will send the test upon the mutual agreement of the Parties. The reference labs with which CHCO has established relationships are independent contractors. Client acknowledges and agrees that CHCO is in no way responsible for the acts or omissions of reference labs not owned or controlled by CHCO.

3.0 **Billing and Payment.** CHCO will send Client a billing file of charges to Client in a timely manner. No tests or services will be priced below the fair market value as required by law. Client will pay such invoice within thirty (30) days of invoice date. Client will make all payments via wire transfer or check and payment will be in US Dollars. CHCO will not bill patients and/or payers (insurers or governmental).

4.0 **Operating Standards.** Client and CHCO shall operate in compliance with all federal, state, and local laws and regulations applicable to health care providers and the provision of laboratory services, including, without limitation, regulations and guidelines issued by the Centers for Medicare and Medicaid.

5.0 **Independent Contractor Relationship.** THE PARTIES ACKNOWLEDGE THAT CHCO IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OR AGENT OF CLIENT. CLIENT SHALL NOT DIRECT OR RESTRICT THE PROFESSIONAL JUDGEMENT OF CHCO OR ITS EMPLOYEES IN PERFORMANCE OF ITS RESPONSIBILITIES. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE AN EMPLOYER-EMPLOYEE RELATIONSHIP, JOINT VENTURE, PARTNERSHIP, OR SIMILAR RELATIONSHIP BETWEEN THE PARTIES.

6.0 **Indemnification.**

6.1 Client shall indemnify and hold CHCO and its agents, directors, officers, and employees harmless from and against all claims, rights, causes of action, losses, costs, attorney fees, damages, expenses, fines, or penalties relating to any injuries or death to any person or any damages to personal or real property that result from or arise in connection with any breach by Client of these Terms and Conditions or any act or omission by Client or its agents, directors, officers, and employees in performing the duties and responsibilities set forth in these Terms and Conditions or in billing any payor for the services that are the subject of these Terms and Conditions. This indemnification extends to damages associated with Client's breach of confidentiality.

6.2 CHCO shall indemnify and hold Client and its agents, directors, officers, and employees harmless from and against all claims, rights, causes of action, losses, costs, attorney fees, damages, expenses, fines, or penalties relating to any injuries or death to any person or any damages to personal or real property that result from or arise in connection with any breach by CHCO of these Terms and Conditions or any act or omission by CHCO or its agents, directors, officers, and employees in performing the duties and responsibilities set forth in these Terms and Conditions. This indemnification extends to damages associated with CHCO's breach of confidentiality.

7.0 Insurance.

7.1 Client shall maintain and upon request, Client shall provide CHCO with a certificate of insurance indicating that Client and its personnel are covered by professional liability insurance with liability limits of a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate.

7.2 CHCO shall maintain and upon request, CHCO shall provide Client with a certificate of insurance indicating that CHCO and CHCO employees are covered by liability insurance with liability limits of minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate; provided, however, that CHCO may satisfy this obligation by alternative risk management programs, including, without limitation, self-insurance, in whole or in part, or participation in insurance trusts or in captive insurance.

8.0 General.

8.1 **Governing Law, Jurisdiction, and Venue.** These Terms and Conditions shall be performed and construed in accordance with and pursuant to the laws of the State of Colorado. Jurisdiction and venue for any disputes of these Terms and Conditions shall rest exclusively in the courts within the State of Colorado.

8.2 **Illegality.** If one or more of the terms and/or conditions contained herein are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not in any way be impaired.

8.3 **Confidentiality.** Both Parties recognize and acknowledge that, by agreeing to these Terms and Conditions and by virtue of CHCO's provision of services to Client, both Parties may have access to certain information that is confidential and constitutes valuable, special and unique property of the other Party. Both Parties warrant and covenant to each other that neither will at any time, disclose to others, use, copy or permit to be copied, without the other Party's express prior written consent, except pursuant to CHCO's staff's duties hereunder, any confidential or proprietary information of the other Party, including, but not limited to, information which concerns Client's patients, costs,

prices, and treatment methods at any time used, developed or made by CHCO, and which is not otherwise available to the public. Client shall maintain the confidentiality of these Terms and Conditions and the services provided by CHCO.

8.4 **Authority.** The individual agreeing to these Terms and Conditions represents and warrants that he or she is duly authorized and has legal capacity to bind Client to these Terms and Conditions.

Authorized Signature

Date