



El plan que trabaja contigo

LABORATORY SERVICES AGREEMENT

The term of this Laboratory Services Agreement (the "Agreement") by and between AUXILIO SALUD PLUS, INC. (hereinafter, "Auxilio Salud Plus" or "ASP"), a non-profit corporation authorized to subscribe this agreement under law and is represented in this act by Carlos A. Santiago Rosario, esq., of legal age, married and resident of San Juan, Puerto Rico; who is properly authorized to represent Auxilio Salud Plus under the laws of Puerto Rico and _____ (hereinafter the "Laboratory") is a for profit corporation dedicated to provide healthcare services authorized to subscribe this agreement under the laws of the Commonwealth of Puerto Rico and is represented in this act by its _____, _____, of legal age, and resident of Puerto Rico; who is duly authorized to subscribe this contract. This contract shall commence effective on _____ (the "Effective Date") until any of the parties notified the intention to terminate this agreement at least thirty (30) days prior notification. The parties acknowledge and agree that any stipulations will be included in this document and any amendments will only be binding if made in writing and signed by both parties after accord and satisfaction of both parties.

-----RECITALS-----

---**WHEREAS**, Auxilio Salud Plus is a Health Maintenance Organization that arranges for the provision of health care services to its "Members"; and,

---**WHEREAS**, Laboratory provides health services to patients within the scope of its licensure and accreditation; and

---**WHEREAS**, Auxilio Salud Plus and Laboratory mutually desire to enter into an arrangement whereby Laboratory will become Auxilio Salud Plus Health Provider for the rendering of Laboratory health services to Auxilio Salud Plus members in a cost-effective and efficient manner; and

---**WHEREAS**, in return for the provision of health care services by Laboratory, AUXILIO SALUD PLUS will pay Laboratory for Covered Services under the terms of this Agreement.

---**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

-----DEFINITIONS-----

When used in this Agreement, all capitalized terms shall have the following meanings:

1.1 **Affiliate**. Any corporation, partnership or other legal entity directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Auxilio Salud Plus.

1.2 **Balance billing**. Means whenever the Laboratory bills a member for an amount in excess of the amount allowed under this Agreement.

1.3. **Claim**. A bill for covered services, a line item for covered services, or all Covered Services rendered for a member within a bill, whether submitted manually or electronically.

1.4 Clean Claim. A claim that can be processed without obtaining additional information from the Laboratory who provided the service or from a third party, except that it shall not mean a claim submitted by or on behalf of a Laboratory who is under investigation for fraud or abuse, or a claim that is under review for medical necessity; provided, further, unless otherwise required by law or regulation, a claim which (a) is submitted within the proper timeframe as set forth in this Agreement and (b) has (i) detailed and descriptive medical and patient data, (ii) a corresponding referral (whether in paper or electronic format), if required for the applicable claim, (iii) whether submitted via an electronic transaction using permitted standard code sets (e.g., ICD 10 or successor standard, HCPCS) as required by the applicable Federal or state regulatory authority (e.g., U.S. Dept. of Health & Human Services, U.S. Dept. of Labor, state law or regulation) or otherwise, all the data elements of the UB-04 or CMS-1500 (or successor standard) forms (including but not limited to Member identification number, national provider identifier (“NPI”), date(s) of service, complete and accurate breakdown of services), and (c) does not involve coordination of benefits, (d) has no defect or error (including any new procedures with no CPT code, experimental procedures or other circumstances not contemplated at the time of execution of this Agreement) that prevents timely adjudication, (e) does not require any additional documentation for adjudication, and (f) and otherwise conforms to the Clean Claim requirements under Original Medicare.

1.5 Coinsurance. A payment a Member is required to make under Auxilio Salud Plus Plan which is determined as a percentage of the lesser of: (a) the rates established under this Agreement; or (b) Laboratory’s usual, customary and reasonable billed charges.

1.6 Confidential Information. All the information that identifies a Member and is related to the Member’s participation in Auxilio Salud Plus, the Member’s physical or mental health or condition, the provision of health care to the Member or payment for the provision of health care to the Member. Confidential Information includes, without limitation, “individually identifiable health information,” as defined in 45 C.F.R. § 160.103 and “non-public personal information” as defined in laws or regulations promulgated under the Gramm-Leach-Bliley Act of 1999.

1.7 Copayment. A charge required under Auxilio Salud Plus’s policy that must be paid by a Member at the time the Covered Services are about to be provided, or at such other time as determined by Laboratory and which is expressed as a specific dollar amount.

1.8 Covered Services. Those health care services for which a Member is entitled to receive coverage under the terms and conditions of Auxilio Salud Plus. The Parties agree that Auxilio Salud Plus is obligated to pay for only those Covered Services that are determined to be medically necessary, as determined in accordance with the Member’s Plan.

1.9 Deductible. An amount that a Member must pay to receive the Covered Services during a specified coverage period in accordance with the Member’s Plan and required before the services are rendered.

1.10 Effective Date. The date the agreement is signed by both parties as defined in the first paragraph of this Agreement.

1.11 Electronic Health Record (“EHR”). An Electronic Health Record (EHR) is an electronic version of a patient’s medical history, that is maintained by the provider over time, and may include all of the key administrative clinical data relevant to that persons care under a particular provider, including demographics, progress notes, problems, medications, vital signs, past medical history, immunizations,

laboratory data and radiology reports The EHR automates access to information and has the potential to streamline the clinician's workflow. The EHR also has the ability to support other care-related activities directly or indirectly through various interfaces, including evidence-based decision support, quality management, and outcomes reporting.

1.12 Emergency Medical Condition. A medical condition manifesting itself by acute symptoms of sufficient severity, such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably infer and expect the absence of immediate medical attention to result in: placing the health of the individual (or, with respect to a pregnant woman, her pregnancy or health or the health of her fetus) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part; or such other definition as may be required by EMTALA and other federal and state laws.

1.13 Emergency Services. Covered Services furnished in an Emergency Room, by a qualified provider and necessary to assess, evaluate or stabilize an Emergency Medical Condition.

1.14 Laboratory. Defined in the first paragraph of this Agreement.

1.15 Laboratory-Based Physicians. Any Physician employed by Laboratory, or who otherwise provides those services to Members as listed in the Services and the Compensation Schedule attached hereto and made a part hereof.

1.16 Laboratory Services. means covered clinical laboratory testing to provide information for the diagnosis, prevention or treatment of disease, or the assessment of a medical condition and includes, but is not limited to, microbiological, serological, chemical, hematological, cytological, immune-hematology, and pathological examinations performed on materials derived from the human body. Laboratory Service shall also include consulting services for all tests performed courier services, specimen collection, and specimen preparation at designated locations of Network Provider.

1.17 Material Change. Any change in Policies that could reasonably be expected, in Auxilio Salud Plus's sole discretion, to have a material adverse impact on (i) Laboratory's reimbursement for Laboratory's Services or (ii) Laboratory's administration policies and regulations.

1.18 Medical Record or Electronic Health Record: A single complete record kept at the site of the Laboratory, or by electronic means, which documents medical or allied goods and services, including, but not limited to, outpatient, inpatient and emergency medical health care services whether provided by the Laboratory, its subcontractors or any out-of-network providers. The records may be electronic medical record, paper, magnetic material, film or other media. In order to qualify as a basis for reimbursement, the records must be dated, legible and signed or otherwise attested to, as appropriate to the media, must be accurate and complete and meet the requirements of the 42 C.F.R. § 456.111 and 42 C.F.R. § 456.211.

1.19 Medically Necessary or Medical Necessity. Health care services that a Physician taking care of a patient at the Laboratory or other Participant Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are (a) in accordance with generally accepted standards of medical practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and (c) not primarily for the convenience of the patient, Physician or other health care provider and not more costly than an alternative service or sequence of

services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, or otherwise consistent with Physician specialty society recommendation and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

1.20 **Member.** An individual covered by or enrolled in Auxilio Salud Plus.

1.22 **Outpatient Psychiatric Laboratory Services.** Medically reasonable and necessary for the purpose of diagnostic study or be reasonably expected to improve the patient's condition.

1.24 **Participating Provider.** Any Physician, Laboratory, Laboratory-Based Physician, rehabilitation center or skilled nursing facility, mental health and/or substance abuse facility and professionals (which shall include psychiatrists, psychologists, social workers, psychiatric nurses, counselors, family or other therapists or other licensed mental health/substance abuse professionals), or other individual or entity involved in the delivery of health care or ancillary services who or which has entered into and continues to have a current valid contract with Auxilio Salud Plus or Laboratory that has been credentialed by Auxilio Salud Plus or their designee consistent with the credentialing policies of Auxilio Salud Plus.

1.25. **Party.** Auxilio Salud Plus or Laboratory, as applicable; Auxilio Salud Plus and Laboratory may be referred to collectively as the "Parties."

1.26 **[Omitted].**

1.27 **Plan.** A Member's health care benefits as set forth in the Member's Manual; Such Benefit Plan is listed in the Program Participation Schedule attached hereto and made a part hereof.

1.28 **Policies.** The policies and procedures promulgated by Auxilio Salud Plus, (as modified from time to time), which relate to the duties and obligations of the Parties under the terms of this Agreement, including, but not limited to: (a) quality improvement/management; (b) utilization management, including, but not limited to, precertification of elective surgeries admissions and procedures, concurrent review of services and referral processes or protocols; (c) pre-admission testing guidelines; (d) claims payment review; (e) Member's grievances; (f) provider credentialing; (g) electronic submission of claims and other data required by Auxilio Salud Plus. Policies also include those policies and procedures set forth in Auxilio Salud Plus's manuals (as modified from time to time) as Auxilio Salud Plus determines appropriate in its sole discretion; clinical policy bulletins made available via internet web site; and other policies and procedures, whether made available via a password-protected web site for Participating Providers (when available), by letter, newsletter, electronic mail or other media.

1.29 **[Omitted].**

1.30 **Preventable Adverse Event.** An unintended harm or complication resulting during a Laboratory stay, disability at the time of discharge or death and caused by healthcare management rather than by the patient's underlying disease process.

1.31 **Proprietary Information.** Any and all information, whether prepared by a Party, its advisors or otherwise, relating to such Party or the development, execution or performance of this Agreement whether furnished prior to or after the Effective Date. Proprietary Information includes but is not limited

to, with respect to Auxilio Salud Plus, the development of a pricing structure, (whether written or oral) all financial information, rate schedules and financial terms which relate to Laboratory and which are furnished or disclosed to Laboratory by Auxilio Salud Plus. Notwithstanding the foregoing, the following shall not constitute Proprietary Information: (a) information which was known to a receiving Party (a "Recipient") prior to receipt from the other Party (a "Disclosing Party") (as evidenced by the written records of a Recipient); information which was previously available to the public prior to a Recipient's receipt thereof from a Disclosing Party; (c) information which subsequently became available to the public through no fault or omission on the part of a Recipient, including without limitation, the Recipient's officers, directors, trustees, employees, agents, contractors and other representatives; (d) information which is furnished to a Recipient by a third party which a Recipient confirms, after due inquiry, has no confidentiality obligation, directly or indirectly, to a Disclosing Party; or (e) information which is approved in writing in advance for disclosure or other use by a Disclosing Party.

1.32 Specialty Program. A program for a targeted group of Members, with certain types of illnesses, conditions, cost or risk factors.

1.33 Specialty Program's Providers. Those Laboratorys, Physicians and other providers that have been identified or designated by Auxilio Salud Plus to provide Covered Health Services associated with a Specialty Program.

1.34 Utilization/Quality Management Program. Refers to utilization, quality review, assessments, assurance and healthcare improvement programs designed and implemented by Auxilio Mutuo to protect and maintain oversight over members' safety.

-----**LABORATORY SERVICES AND RESPONSIBILITIES**-----

2.1 Provision of Services. Laboratory agrees to provide all healthcare services for which the Laboratory's staff and providers are duly licensed and qualified. Laboratory will make available and provide to all Auxilio Salud Plus's Members the Covered Services, including, facilities, equipment, personnel or other resources necessary to provide such Covered Services, subject to any prior-authorization rule or policy , according to generally accepted standards of Laboratory practice in Puerto Rico ("Laboratory Services"). Upon written notice from Laboratory, Auxilio Salud Plus may agree to add a new facility or relocating facilities and locations to existing Agreement upon completion of applicable credentialing and satisfaction of all other requirements of Auxilio Salud Plus. Other demographic information may be revised upon written notice from Laboratory.

2.1.2. Laboratory will provide services according to medical necessity and also in compliance with applicable laws and regulation.

2.2 Compliance and Independent Judgment. The Laboratory agrees to comply with all Auxilio Salud Plus's policies, standards, manuals, rules and regulations regarding billing, coding, quality of healthcare services, credentialing and any other required by federal and state laws. Auxilio Salud Plus's established practice protocols, utilization management guidelines, or quality improvement standards, are not a substitute for Laboratory's professional judgment. Laboratory has a professional responsibility to establish appropriate, independent physician- patient relationships with Members to whom Laboratory renders Covered Services. Laboratory is responsible to render appropriate medical care to Members who are under his/her care independent of the requirements of this Agreement, any Health Benefit Program, any payment

arrangement, or any utilization management determination by Auxilio Salud Plus. Laboratory is solely responsible for the services rendered to Members.

2.2.1 Confidentiality. According with HIPAA, HITECH and the Security Rule the Laboratory will maintain reasonable and appropriate administrative, technical, and physical safeguards for protecting e-PHI as follows: Ensure the confidentiality, integrity, and availability of all e-PHI they create, receive, maintain or transmit; Identify and protect against reasonably anticipated threats to the security or integrity of the information; Protect against reasonably anticipated, impermissible uses or disclosures; and Ensure compliance by their workforce.

2.3 Appointment System. Laboratory shall abide by the appointment availability access standards for core benefits and/or expanded services, when applicable, to ensure that Members' needs are met. Provider shall ensure that appointments are on a timely basis, taking into account the specific symptoms or a condition of every patient as follows:

2.3.1 General

If applicable, routine, non-urgent or preventive care visits scheduled within six (6) weeks;

Urgent care visits within twenty-four (24) hours. Provider must provide or make arrangements, as directed by Auxilio Salud Plus or through other arrangements, for a patient to obtain urgent care;

Emergent or emergency visits immediately upon presentation at a service delivery site. Emergency Services must be available at all times;

Non-urgent sick care within seventy-two (72) hours or sooner if medical condition(s) deteriorates into an urgent or emergency condition;

On-site waiting times for scheduled appointments should not routinely exceed forty-five (45) minutes, including time in the waiting room and examining room. If Provider is delayed, patients shall be notified immediately if the wait is anticipated to be more than ninety (90) minutes.

2.3.2 [Ommited].

2.3.3 Specialty care consultation. Within one (1) month of referral or as clinically indicated;

2.3.4 [Ommited].

2.3.5 [Ommited].

2.3.6 Walk-in patients with non-urgent needs. Should be seen if possible or scheduled for an appointment consistent with written scheduling procedures; and

2.3.7 Direct contact with a qualified clinical staff person. Must be available through a toll-free number at all times.

2.4 Non-Discrimination and Equitable Treatment of Members. Laboratory agrees to provide Laboratory Services to Members with the same degree of care and skill as customarily provided to Laboratory's patients who are not Members, according to generally accepted standards of practice. Laboratory and Auxilio Salud Plus agree that Members and non-Members should be treated equitably under the same circumstances. Laboratory agrees not to discriminate against Members on the basis of race, ethnicity,

gender, creed, ancestry, lawful occupation, age, religion, marital status, sexual orientation, mental or physical disability, medical history, color, national origin, place of residence, health status, claims experience, evidence of insurability (including conditions arising out of acts of domestic violence), genetic information, source of payment for services, cost or extent of Laboratory Services required, or any other grounds prohibited by law or this Agreement and will abide by Auxilio Salud Plus's cultural competency Policies. Laboratory shall deliver Covered Services in a culturally competent manner to Members, including those with limited in Spanish proficiency, hearing impaired or with no reading skills, and diverse cultural and ethnic backgrounds, and comply with Auxilio Salud Plus's cultural competency.

2.5 Federal Law. Laboratory, agree to comply with all applicable law pertaining the provision of healthcare services, including, but not limited the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, administrative simplification rules at 45 CFR parts 160, 162, and 164, the Americans with Disabilities Act of 1990, and all federal laws, rules and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the Antikickback Statute (Section 1128B(b) of the Social Security Act), and any similar laws, regulations or other legal mandates applicable to recipients of federal funds and/or transactions regarding federal funds.

2.5.1 Fraud and Abuse Avoidance. Both Parties agree to implement reasonable policies and follow steps and strategies to avoid incurring in any kickback scheme or any other fraudulent conduct through the services rendered at the Laboratory for the Members. The Laboratory will establish policies and procedures to prevent and detect fraud and will notify the policies in a timely manner to Auxilio Salud Plus.

2.6 Laboratory Representations.

2.6.1 General Representations. Laboratory represents, warrants and covenants, as applicable, that: it is, and will remain throughout the term of this Agreement, in compliance with all applicable Federal and state laws and regulations related to this Agreement and the services to be provided hereunder, including, without limitation, statutes and regulations related to fraud, abuse, discrimination, disabilities, confidentiality, false claims and prohibition of kickbacks; it is certified to participate in the Medicaid and Medicare programs; with such accreditation or participation applicable to all Laboratory Services; all Laboratory-Based Physicians are properly credentialed, privileged, and re-appointed within the scope of their specialty; all ancillary health care personnel employed by, associated or contracted with Laboratory who treat Auxilio Salud Plus's Members ("Ancillary Personnel"): (i) are and will remain throughout the term of this Agreement appropriately licensed and/or certified (when and as required by state law) and supervised, and qualified by education, training and experience to perform their professional duties; and (ii) will act within the scope of their licensure or certification, as the case may be; meet the querying and reporting requirements of the National Practitioner Data Bank ("NPDB") and Healthcare Integrity and Protection Data Bank ("HIPDB"), and fulfill all applicable state and Federal standards; This Agreement has been executed by its duly authorized representative; and executing this Agreement and performing its obligations hereunder shall not cause Laboratory to violate any term or covenant of any other agreement or arrangement now existing or hereinafter executed.

2.6.2 Qualified Providers. Laboratory shall exclude any Physician or other provider from performing services in connection with this agreement if such provider has been suspended or terminated from

participation in Government Programs or any other government-sponsored program, including Medicare or the Medicaid program in any state.

2.6.3 Suspension or Debarment. Laboratory represents, warrants and covenants, as applicable, that it and each Laboratory Based Physician:

2.6.3.1 Has not, within a three (3) year period preceding the proposal submission, been convicted or had a civil judgment rendered against him/her/it for commission of fraud or criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

2.6.3.2 Is not presently indicted for or otherwise criminally or civilly charged by a federal governmental entity with the commission of any of the above offenses; and

2.6.3.3 Has not within a five (5) year period preceding execution of this Agreement had one or more public transactions terminated for cause or fault; and

2.6.3.4 Is not excluded, debarred, or suspended from participation in any government-sponsored program including, but not limited to, Government Programs, Medicare or the Medicaid program in any state; and

2.6.3.5 Will immediately report any change in the above status to Auxilio Salud Plus; and

2.6.3.6 Will maintain all appropriate licenses to perform its duties and obligations under the Agreement.

2.6.3.7 Will avoid any conflicts of interest with Auxilio Salud Plus during the term of this agreement. Conflicts of interest may arise where the personal interests of the physician are placed before the interests of the Laboratory and where such personal interests unduly influence his judgments, decisions, or actions.

2.6.4 Laboratory's Insurance. During the term of this Agreement, Laboratory agrees to procure and maintain such policies of general and professional liability and other insurance, or a comparable program of self- insurance, at minimum levels as required by state law or, in the absence of a state law specifying a minimum limit, an amount customarily maintained by a Laboratory in Puerto Rico. Such insurance coverage shall cover the acts and omissions of Laboratory as well as those Laboratory's agents and employees. Laboratory agrees to deliver certificates of insurance or other documentation as appropriate to show evidence of such coverage to Auxilio Salud Plus upon request. Laboratory agrees to make best efforts to provide to Auxilio Salud Plus at least thirty (30) days advance notice, and in any event, will provide notice as soon as reasonably practicable, of any cancellation or material modification of said policies.

2.6.5 Consents to Release Medical Information. Laboratory covenants that it will obtain from Members to whom Laboratory Services are provided, any necessary consents or authorizations to the release of Information and Records to Auxilio Salud Plus, including its agents and representatives in accordance with any applicable Federal or state law or regulation or this Agreement.

-----**AUXILIO SALUD PLUS RESPONSIBILITIES**-----

3.1 AUXILIO SALUD PLUS's Responsibilities. Auxilio Salud Plus shall provide Members with a means to identify themselves to Laboratory (e.g., identification cards), a simple explanation of provider's payments, a general description of products, a listing of Participating Providers, and timely notification of Material Changes in this information. Auxilio Salud Plus shall provide the Laboratory with a means to check

eligibility. Auxilio Salud Plus shall identify Laboratory at its preferred provider (participant) and shall make said directories available to Members. Also, shall maintain members informed in any changes in those descriptions and providers.

3.2 Auxilio Salud Plus's Representations. Represents and warrants that this Agreement has been executed by its duly authorized representative; and executing this Agreement and performing its obligations hereunder shall not cause Auxilio Salud Plus to violate any term or covenant of any other agreement or arrangement now existing or hereinafter executed.

3.3 Auxilio Salud Plus' Insurance. Auxilio Salud Plus at its sole cost and expense agrees to procure and maintain such policies of general and/or professional liability and other insurance (or maintain a self-insurance program) as shall be necessary to insure Auxilio Salud Plus and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by Auxilio Salud Plus under this Agreement.

-----**CLAIMS SUBMISSIONS, COMPENSATION AND MEMBER BILLING**-----

4.1 Claim Submission and Payment.

4.1.1 Laboratory Responsibility to Submit Claims. Laboratory agrees to submit Claims in the forms recognized by Auxilio Salud Plus for such purposes. The Laboratory agrees that in order for a claim to be actionable or constitute a Clean Claim for payment, it shall include any and all information and documentation set forth in this Agreement, including without limitation the services provided, the established Diagnosis using current ICD-Codes as required by Federal and State Rules and Regulations, and the current procedural code(s) (CPT) or current dental codes (CDT), any required Pre-certification, a Laboratory utilization review, the medical records, progress notes, discharge summaries or any other Laboratory documents reasonably required by Auxilio Salud Plus.

4.1.2 Electronic Claims. Laboratory will make best commercial efforts to submit a minimum of eighty-five percent (85%) of its Member claims electronically to Auxilio Salud Plus. For claims Laboratory submits electronically, Laboratory shall not submit a claim to Auxilio Salud Plus in paper form unless it requests paper submissions or fails to pay or otherwise respond to electronic claims submission in accordance with the time frames required under this Agreement or applicable law or regulation.

4.1.3 Time to Submit Claims. Laboratory acknowledges that will not be entitled to receive payments for claims submitted more than one hundred and twenty (120) days from (a) the date of service or, (b) when Auxilio Salud Plus is the secondary payer, from the date of receipt of the primary payer's explanation of benefits. Auxilio Salud Plus may waive this requirement if Laboratory provides notice, along with appropriate evidence, of other extraordinary circumstances outside the control and scope of the Laboratory that resulted in the delayed submission. In addition, unless Laboratory notifies Auxilio Salud Plus of its payment disputes within one hundred eighty (180) days, from the date it received the payment from Auxilio Salud Plus, such payment will be considered full and final payment for the related claims. If Laboratory does not timely bill Auxilio Salud Plus, or dispute any payment, timely as provided in this Section 4.1.1, Laboratory's claim for payment will be deemed waived and Laboratory will not be able to seek payment from Auxilio Salud Plus or its Members.

4.1.4 Payment by Laboratory. Laboratory shall pay on a timely basis all its Participating Providers, employees, independent contractors and subcontractors who render Covered Services to Members of Auxilio Salud Plus for which Laboratory is financially responsible pursuant to this Agreement.

4.1.5 Claims Editing. Laboratory agrees to permit claim editing to make adjustments for inappropriate billing or coding (e.g., rebundling, unbundling, duplicative procedures or claim submissions, mutually exclusive procedures, gender/procedure mismatches, age/procedure mismatches). To the extent Laboratory is billing on a CMS 1500, as of the Effective Date, in performing adjustments for inappropriate billing or coding, Auxilio Salud Plus utilizes or may utilize a commercial software package (as modified by Auxilio Salud Plus for all Participating Providers in the ordinary course of Auxilio Salud Plus's business) which commercial software package relies upon industry standards in the development of its rebundling logic.

4.1.6 Payment to Laboratory Based Physicians. Laboratory shall be financially responsible for payment to all Laboratory-Based Physicians who render Covered Services to Members and such Laboratory-Based Physicians shall look solely to Laboratory for payment. Notwithstanding, Auxilio Salud Plus reserves the right to pay any Laboratory-Based Physician for Covered Services for which Laboratory is financially responsible and for which a valid, undisputed invoice, or portion thereof, is outstanding for more than fourteen (14) days beyond its due date, except that Auxilio Salud Plus need not to wait fourteen (14) days if Laboratory has engaged in a pattern of late payments in the past. If Laboratory cannot resolve the claims submitted by the Laboratory-Based Physicians, Auxilio Salud Plus has the right to recoup other amounts owed in order to recover from Laboratory any money that Auxilio Salud Plus has paid to the Laboratory-Based Physicians.

4.1.7 Changes to Payments. Subject to applicable law: (i) Auxilio Salud Plus may update internal payment systems in response to additions, deletions, and changes to CMS, Medicare Advantage, or other industry source codes without obtaining any consent from Laboratory or any other party, and will provide, if requested in written by Laboratory, a copy of the fee schedule in effect at the time of such request; (ii) Auxilio Salud Plus shall not be responsible for communicating such routine changes of this nature, and will update any applicable payment schedules on a prospective basis within ninety (90) days from the date of publication or such longer period as Auxilio Salud Plus determines appropriate in its sole discretion; and (iii) shall have no obligation to retroactively adjust claims.

4.1.8 Auxilio Salud Plus's Responsibilities Regarding Covered Services. Auxilio Salud Plus shall make payments to Laboratory for Covered Services on a timely basis. Auxilio Salud Plus agrees to pay Laboratory for non-capitated Covered Services rendered to Members according to the lesser of (i) Laboratory's actual billed charges or (ii) the rates set forth in the Services and Compensation Schedule, attached hereto and made a part hereof. Auxilio Salud Plus shall pay ninety percent (90%) of all such Clean Claims submitted from Laboratory within thirty (30) days following actual receipt; provided, further, Auxilio Salud Plus shall pay ninety-nine percent (99%) of all Clean Claims from Laboratory within ninety (90) days following actual receipt. Laboratory will make best commercial efforts to utilize online explanation of benefits or electronic remittance of advice (or combination thereof) and electronic funds transfer in lieu of receiving paper equivalents to the extent such services are available.

4.1.9 Late Payment of Clean Claims. If Auxilio Salud Plus fails to comply with the timely payment provisions for Clean Claims, Auxilio Salud Plus shall pay Provider interest at the rate of one (1) percent (1%) per month on the amount of the claim that should have been paid but that remains unpaid forty-five

(45) business days after the receipt of the claim pursuant or after receipt of all requested additional information pursuant to the requirements of state law. The interest payable shall be included in any late reimbursement without any additional requirements for Laboratory or its designee who filed the original claim to make any additional claims for such interest. However, the provisions of this Section shall not apply where Auxilio Salud Plus found reasonable basis supported by specific evidence that such claim was wrongfully, illegally or fraudulently submitted.

4.1.10 Recoupment and Return of Overpayments. Auxilio Salud Plus reserves the right to recoup any overpayment or payment made in error (e.g., a duplicate payment or payment for services rendered by Laboratory to a patient who was not a Member and amounts identified through routine investigative reviews of records). In the event that Laboratory identifies any overpayments, it shall report and return any and all amounts owed for overpayments to Auxilio Salud Plus within sixty (60) days of Laboratory's identification of any and all such overpayments. In addition, when reporting and returning any such overpayments by Auxilio Salud Plus, Laboratory must provide a written statement to justify the overpayment (e.g., excess payment under coordination of benefits, etc.).

4.1.10.1 Auxilio Salud Plus is entitled to recover overpayments or payments in error to the Laboratory for a period of up to six (6) years retroactively, counted from the date Auxilio Salud Plus issued the payment. Retroactive disenrollment may lead to recoveries beyond the six (6) year term subject to instructions specifically notified by CMS. In instances of fraud, there will be no time limit on recoveries.

4.1.10.2 If the amount owed to Auxilio Salud Plus is not paid immediately, Auxilio Salud Plus may retain up to one hundred (100%) percent of each payment owed to the Laboratory, from any line of business in which the Laboratory holds a contract with Auxilio Salud Plus or its related entities, and for any concept, until the amount owed to Auxilio Salud Plus is fully satisfied under a payment plan as authorized by Auxilio Salud Plus at its sole discretion

4.1.11 Arrangement Financial Risks. To the extent, if any, that the compensation under certain Plans is in the form of capitation payments or a case based rate methodology, Laboratory acknowledges the financial risks to Laboratory of this arrangement and has made an independent analysis of the adequacy of this arrangement. Laboratory, therefore, agrees and covenants not to bring any action asserting the inadequacy of these arrangements or that Laboratory was in any way improperly induced by Auxilio Salud Plus to accept the rate of payment, including, but not limited to, causes of actions for damages, rescission or termination alleging fraud or negligent misrepresentation or improper inducement. Complaints or disputes concerning payments for the provision of services as described in this Agreement shall be subject to Auxilio Salud Plus grievance resolution system or policy.

4.1.12 Utilization/Quality Management. The Parties agree that Auxilio Salud Plus, have the right to perform utilization management (including retrospective review) and to adjust or deny payment for the inefficient delivery of Laboratory Services. Auxilio Salud Plus will have the right to conduct retrospective review of utilization management in accordance with Policies.

4.1.13 On Site Review. Subject to any applicable legal restrictions and upon at least five (5) days prior written notice and if previously agreed to between the Parties, Laboratory will allow Auxilio Salud Plus's Staff to conduct an on-site review of Laboratory's compliance with the terms of this Agreement. All on-site reviews will be conducted during normal business hours.

4.1.14 **Audits.** The Laboratory agrees to cooperate with Auxilio Salud Plus to conduct any audits that are necessary to evaluate the services rendered, documentation, billing and quality performance. The purpose of the audit will be identifying the documents needed to corroborate that services were actually performed, and services where medically necessary.

4.1.15 **Coordination of Benefits.** When Auxilio Salud Plus is considered a secondary payer, Auxilio Salud Plus will pay Laboratory the lesser of (i) the Copayment, Coinsurance and Deductible amount for the Covered Services as reported on the explanation of benefits of the primary payer, or (ii) the amount of the difference between the amount paid by the primary payer and the compensation payable under this Agreement, absent other sources of payment. Notwithstanding any other provision of this paragraph, if payment from the primary payer is greater than or equal to the compensation payable under this Agreement without coordination of benefits, Auxilio Salud Plus, shall not have any obligation to Laboratory. Notwithstanding anything to the contrary in this section, in no event shall Laboratory collect more than Medicare allows if Medicare is the primary payer.

4.1.16 **Member Billing.**

4.1.16.1. **Permitted Billing of Members.** Laboratory may bill or charge Members only in the following circumstances: (a) applicable Copayments, Coinsurance and/or Deductibles, if any, not collected at the time that Covered Services are rendered; and (b) for services that are not Covered Services only if: (i) the Member's Plan provides and/or Auxilio Salud Plus confirms that the specific services are not covered; (ii) the Member was advised in writing prior to the services being rendered that the specific services may not be Covered Services; and (iii) the Member agreed in writing to pay for such services after being so advised. Laboratory acknowledges that Auxilio Salud Plus's denial or adjustment of payment to Laboratory based on Auxilio Salud Plus's performance of utilization management as described or otherwise is not a denial of Covered Services under this Agreement or under the terms of a Plan, except if Auxilio Salud Plus confirms otherwise. Laboratory may bill or charge individuals who were not Members at the time that services were rendered.

4.1.17 **Holding Members Harmless.** Laboratory hereby agrees that in no event, including, but not limited to the failure, denial or reduction of payment, insolvency of Auxilio Salud Plus or breach of this Agreement, shall Laboratory bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any remedy (i) against Members or persons acting on their behalf (other than Auxilio Salud Plus) or (ii) any settlement fund or other res controlled by or on behalf of, or for the benefit of, a Member for Covered Services. This provision shall not prohibit collection of Copayments, Coinsurance, and Deductibles. Laboratory further agrees that this Section: (a) shall survive the expiration or termination of this Agreement regardless of the cause giving rise to termination and shall be construed for the benefit of Members; and (b) supersedes any oral or written contrary agreement or waiver now existing or hereafter entered into between Laboratory and Members or persons acting on their behalf.

-----**COMPLIANCE WITH HEALTHCARE POLICIES**-----

5.1 **Policies.** Laboratory agrees to accept and comply with Policies of which Laboratory knows or reasonably should have known. Failure by Laboratory to object in writing to any Material Change in Auxilio Salud Plus's policies within thirty (30) days following receipt thereof constitutes Laboratory's acceptance of such Material Change. In the event that Laboratory reasonably believes that a Material Change is likely to have a material adverse financial impact for the Laboratory, Laboratory agrees to notify Auxilio Salud

Plus in writing, specifying the details for demonstrating a likely material adverse financial impact, and the Parties will negotiate in good faith an appropriate amendment, if any, to this Agreement. Notwithstanding the foregoing, at the sole discretion, Auxilio Salud Plus may modify, from time to time, the Policies to comply with any applicable law or regulation, or any order or directive of any governmental agency, without Laboratory's approval, review or consent, and the Policies shall be deemed to be automatically amended to conform with all laws and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over this Agreement. Laboratory agrees that noncompliance with any requirements of this Section or any Policies will relieve Auxilio Salud Plus any financial liability for the applicable portion of the Laboratory Services.

5.2 Precertifications/Referrals. Except when a Member requires Emergency Services, Laboratory agrees to comply with any applicable precertification and/or referral requirements under the Member's Plan conditions prior to the provision of the Laboratory Services. Laboratory will utilize the electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions to the extent such electronic real-time features are utilized by Auxilio Salud Plus.

5.3 Notices and Reporting. To the extent neither prohibited by law nor in violation of applicable privileges, Laboratory agrees to provide notice to Auxilio Salud Plus, and shall provide all information reasonably requested regarding the nature, circumstances, and disposition, of: (a) any action taken by Laboratory adversely affecting medical staff membership of Participating Physicians and other Participating Providers, whether or not such actions are reportable to NPDB; (b) any litigation or administrative action brought against Laboratory or any of its employees, Medical Staff members or Affiliated providers which is related to the provision of health care services and could have a material impact on the Laboratory Services provided to the Members; (c) any investigation initiated by The Joint Commission or any government agency or program against or involving Laboratory or any of its employees, Medical Staff members or Affiliated providers that does or could adversely affect Laboratory's The Joint Commission accreditation status, licensure, or certification to participate in the Medicare or Medicaid programs; (d) any change in the ownership or management of Laboratory; and (e) any Material Change in services provided by Laboratory or licensure status related to such services, including without limitation a significant decrease in Medical Staff or the closure of a service unit or material decrease in beds or Emergency Services departments. Both parties agree to be mutually committed to promoting Members safety and promoting high quality healthcare services. Therefore, Laboratory will report the occurrence of and waive all charges related to those conditions specified under Section 5001(c) of the Deficit Reduction Act, Section 2702 of the Affordable Care Act and any related or similar federal or state regulation, in accordance with the terms thereof. Laboratory agrees to use its best efforts to provide Auxilio Salud Plus with prior notice of, and in any event, will provide notice as soon as reasonably practicable notice of, any actions taken by Laboratory described in this Section 5.2.

5.3 Information and Records

5.3.1 Maintenance of Information and Records. Laboratory agrees as follows: (a) to maintain Information and Records (as such terms are defined in Section 5.3.2) in a current, detailed, organized and comprehensive manner and in accordance with customary medical practice, applicable federal and state laws, regulations, and accreditation standards; (b) that all Members medical records and Confidential Information shall be treated as confidential and in accordance with applicable laws, and regulations; (c) to maintain such Information and Records for the longer of six (6) years after the last date Laboratory

Services were provided to a Member, or the period required by applicable laws; and (d) to maintain Information and Records in accordance with the requirements of Exhibits A, B & D, as applicable. This Section 5.3.1 shall survive the termination of this Agreement, regardless of the cause of termination.

5.3.1 Access to Information and Records. Laboratory agrees that (a) Auxilio Salud Plus and its designees shall have access to all data and information obtained, created or collected by Laboratory related to Members and necessary for payment of claims, including without limitation Confidential Information (“Information”); (b) Auxilio Salud Plus and Federal, state, and local governmental authorities and their agents having jurisdiction, upon request or subpoena, shall have access to all books, records and other papers (including, but not limited to, contracts, medical and financial records and Physician incentive plan information) and information relating to this Agreement and to those services rendered by Laboratory to Members (“Records”); (c) consistent with the consents and authorizations required by Section 2.6 hereof, Auxilio Salud Plus or its agents or designees shall have access to medical records for the purpose of assessing quality of care, conducting medical evaluations and audits, and performing utilization management functions; (d) applicable Federal and state authorities and their agents shall have access to medical records for assessing the quality of care or investigating Member grievances or complaints; and (e) Members shall have access to their health information as required by 45 C.F.R. § 164.524 and applicable state law, be provided with an accounting of disclosures of information when and as required by 45 C.F.R. § 164.528 and applicable state law, and have the opportunity to amend or correct the information as required by 45 C.F.R. § 164.526 and applicable state law. Laboratory agrees to supply copies of Information and Records within fifteen (15) days of the receipt of a request, when it is feasible under the circumstances, and in no event later than the date required by any applicable law or regulatory authority. This Section 5.3.2 shall survive the termination of this Agreement, regardless of the cause of termination.

5.3.2 Government Requirements Regarding Records for Medicare Members. In addition to the requirements of Sections 5.3.1 and 5.3.2, with respect to Medicare Members, Laboratory agrees to maintain Information and Records (as those terms are defined in Section 5.3) for a period of: (i) ten (10) years from the date the parties terminate this contract or any government contract related to Auxilio Salud Plus, (ii) the date the U.S. Department of Health and Human Services (“HHS”), the U.S. Comptroller General, or their designees complete an audit, or (iii) the period required by applicable laws, rules or regulations. Laboratory further agrees that, with respect to Medicare Members, Auxilio Salud Plus and Federal, state and local government authorities having jurisdiction, or their designees, upon request, shall have access to all Information and Records, and that this right of inspection, evaluation and audit of Information and Records shall continue for the longer of (i) ten (10) years from the end of the final contract period, (ii) the date HHS, the U.S. Comptroller General, or their designee complete an audit, or (iii) the period required by applicable laws, rules or regulations. This Section 5.3.3 shall survive the termination of this Agreement, regardless of the cause of termination.

5.4 Quality, Accreditation and Review Activities. Laboratory agrees to cooperate with any healthcare safety measures and quality activities conducted by Auxilio Salud Plus or any state or federal agency with authority over the parties, as applicable.

5.5 Proprietary Information

5.5.1 Rights and Responsibilities. Each Party agrees that the Proprietary Information of the other Party is the exclusive property of such Party and that each Party has no right, title or interest in the same. Each

Party agrees to keep the Proprietary Information and this Agreement strictly confidential and agrees not to disclose any Proprietary Information or the contents of this Agreement to any third party without the other Party's consent, except (i) to governmental authorities having jurisdiction, (ii) in the case of a necessary disclosure to Members, consultants and vendors under contract with Auxilio Salud Plus, and (iii) in the case of Laboratory's disclosure to Members for the limited purpose of advising Members of potential treatment options and costs consistent with applicable Federal and state laws. Except as otherwise required under applicable Federal or state law, each Party agrees to not use any Proprietary Information of the other Party, and at the request of the other Party hereto, return any Proprietary Information upon termination of this Agreement for whatever reason. Notwithstanding the foregoing, Laboratory through its staff is encouraged to discuss with Auxilio Salud Plus provider's payment methodology with patients, including descriptions of the methodology under which the Laboratory is paid. In addition, Laboratory through its staff may freely communicate with patients about their treatment options, regardless of benefits coverage limitations. This Section 5.5.1 shall survive the termination of this Agreement for one (1) year, regardless of the cause of termination.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall be effective for an initial term ("Initial Term") of one year from the Effective Date.

6.2 Termination without Cause. This Agreement may be terminated by Auxilio Salud Plus at any time without cause with at least ninety (90) days prior written notice to Laboratory. This Agreement may be terminated by Laboratory without cause at any time following the conclusion of the Initial Term with at least ninety (90) days prior written notice to Auxilio Salud Plus.

6.3 Termination for Breach. This Agreement may be terminated at any time by either Party upon at least thirty (30) days prior written notice of the date intended to terminate; the other Party will have the opportunity to amend any violations. The contract will be resolved, unless such material default or substantial breach is cured within thirty (30) days of the notice of termination; provided, however, if such material default or substantial breach is incapable of being cured within such thirty (30) day period, any termination pursuant to this Section 6.3 will be ineffective for the period reasonably necessary to cure such breach if the breaching party has taken all steps necessary and reasonable under the circumstances to avoid termination within such thirty (30) day period. Notwithstanding the foregoing, the Effective Date of such termination may be extended pursuant to Section 6.8 herein. Overdue payments. Laboratory can terminate this agreement for invoices due submitted within 30 days of rendered services. If Auxilio Salud Plus fails to comply with the timely payment provisions for Claims Laboratory could to resolve this contract within thirty (30) days of the notice of termination.

6.4 Immediate Termination or Suspension. Any of the following events shall result in the immediate termination or suspension of this Agreement by Auxilio Salud Plus, upon notice to Laboratory, at its sole discretion at any time: (a) the withdrawal, expiration or non-renewal of any Federal, state or local license, certificate, approval or authorization of Laboratory; (b) the bankruptcy or receivership of Laboratory, or an assignment by Laboratory for the benefit of creditors; (c) the loss or material limitation of Laboratory's insurance under Section 2.4 of this Agreement; (d) a determination by Auxilio Salud Plus that Laboratory's continued participation in provider networks could result in harm to any Members; (e) the exclusion, debarment or suspension of Laboratory from participation in any governmental sponsored program, including, but not limited to, Government Programs, Medicare or the Medicaid program in any state; (f)

the indictment or conviction of Laboratory for any crime; (g) the revocation or suspension of Laboratory's accreditation by The Joint Commission or the Bureau of Laboratory of the American Osteopathic Association; or (g) change of control of Laboratory to an entity not acceptable to Auxilio Salud Plus. To protect the interests of patients, including Members, Laboratory will provide immediate notice to Auxilio Salud Plus of any of the aforesaid events described in clauses (a) through (g), including notification of impending bankruptcy

6.5 Obligations Following Termination. Following the Effective Date of any expiration or termination of this Agreement or any Plan, Laboratory and Auxilio Salud Plus will cooperate as provided in this Section 6.5. This Section 6.5 shall survive the termination of this Agreement, regardless of the cause of termination. Upon Termination, Auxilio Salud Plus and Laboratory desire to promote continuity of healthcare services. Accordingly, upon termination or non-renewal of this Agreement, for any reason, other than termination by Auxilio Salud Plus in accordance with Section 6.4 above, Laboratory shall remain obligated to provide Laboratory Services to: (a) any Member who is patient of the Laboratory as of the Effective Date of termination until such Member's service has concluded or Auxilio Salud Plus orderly transition of such Member's care to another provider; and (b) any Member, upon request of such Member for one (1) calendar year. The terms of this Agreement, including the Laboratory Services and Compensation Schedule shall apply to such services. Upon expiration or termination of this Agreement for any reason, other than termination by Auxilio Salud Plus in accordance with Section 6.4 above, Laboratory agrees to provide Laboratory Services to any Member who is a patient at Laboratory as of the Effective Date of termination until such Member's service has concluded or Auxilio Salud Plus's orderly transition of such Member's care to another provider and as otherwise required by applicable laws, or government authorities directives. The terms of this Agreement, including the Laboratory Services and Compensation Schedule shall apply to such services.

6.6 Upon Insolvency or Cessation of Operations. If this Agreement terminates as a result of insolvency or cessation of operations of Auxilio Salud Plus, then in addition to other obligations set forth in this section, Laboratory shall continue to provide Laboratory Services to: (a) all Members for the period for which premium has been paid; and (b) Members that are patients of Laboratory on the date of insolvency or other cessation of operations until services have been fully rendered. This provision shall be construed to be for the benefit of Members. No modification of this provision shall be effective without the prior written approval of the applicable regulatory agencies.

6.7 Obligation to Cooperate. Upon notice of expiration or termination of this Agreement, Laboratory shall cooperate with Auxilio Salud Plus and comply with Policies, if any, in the transfer of Members for services to other qualified providers.

6.8 Obligations During Dispute Resolution Proceedings. In the event of any dispute between the Parties in which a Party has provided notice of termination under Section 6.3 and the dispute is required to be resolved or is submitted for resolution under Article 8.0 below, the termination of this Agreement shall be stayed, and the Parties shall continue to perform under the terms of this Agreement until the final resolution of the dispute.

7. RELATIONSHIP OF THE PARTIES

7.1. Independent Contractor Status. The relationship between Auxilio Salud Plus and Laboratory, as well as their respective employees and agents, is that of independent contractors, and neither shall be

considered an agent or representative of the other Party for any purpose, nor shall either be considered an agent or representative of the other for any purpose. Auxilio Salud Plus and Laboratory will each be solely liable for its own activities and those of its agents and employees, and neither Auxilio Salud Plus nor Laboratory will be liable in any way for the activities of the other Party or the other Party's agents or employees arising out of or in connection with: (a) any failure to perform any of the agreements, terms, covenants or conditions of this Agreement; (b) any negligent act or omission or other misconduct; (c) the failure to comply with any applicable laws, rules or regulations; or (d) any accident, injury or damage. Laboratory acknowledges that all Member care and related decisions are the responsibility of Laboratory and its Medical Staff, and that Policies do not dictate or control Laboratory's clinical decisions with respect to the care of Members. Laboratory agrees to indemnify and hold harmless Auxilio Salud Plus from any and all claims, liabilities and third party causes of action arising out of the Laboratory's provision of care to Members. Auxilio Salud Plus agrees to indemnify and hold harmless the Laboratory from any and all claims, liabilities and third party causes of action arising out of the administration of health care services in connection with this agreement. This provision shall survive the expiration or termination of this Agreement, regardless the reason for termination.

7.2 Use of Name. Laboratory consents and authorize Auxilio Salud Plus to use Laboratory's name and other identifying and descriptive material in provider directories and in other materials and marketing literature in all formats, including, but not limited to, electronic media. Laboratory may use Auxilio Salud Plus's names, logos, trademarks, or service marks in marketing materials or otherwise, upon Auxilio Salud Plus's prior written consent, which shall not be unreasonably withheld.

7.3 Interference with Contractual Relations. Laboratory shall not engage in activities that will cause to lose existing or potential Members, including but not limited to: (a) advising Members, to cancel, or not renew said contracts; (b) impeding or otherwise interfering with negotiations which Auxilio Salud Plus is conducting for the provision of health benefits; or (c) using or disclosing to any third-party membership lists acquired during the term of this Agreement for the purpose of soliciting individuals who were or are Members or otherwise to compete with Auxilio Salud Plus. Notwithstanding the foregoing, Auxilio Salud Plus shall not prohibit, or otherwise restrict, Laboratory from advising or advocating on behalf of a Member who is its patient, for the following: (i) the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; (ii) any information the Member needs in order to decide among all relevant treatment options; (iii) the risks, benefits, and consequences of treatment or non-treatment; and (iv) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions. This section shall continue to be in effect for a period of one (1) year after the expiration or termination of this Agreement.

8. DISPUTE RESOLUTION

8.1. Member Grievance Dispute Resolution. Laboratory agrees to (a) cooperate with and participate in Auxilio Salud Plus's procedures, appeal process, grievances, and external review procedures, (b) provide the information necessary to resolve the claim, grievance or complaint, and (c) abide to the decisions of the applicable appeals, grievance and review committees. Auxilio Salud Plus will make available to Laboratory information concerning the Member appeal, grievance and external review procedures at the time of entering into this Agreement.

8.2. Provider Dispute Resolution. Auxilio Salud Plus shall provide a mechanism whereby Laboratory may raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Laboratory shall exhaust this mechanism prior to instituting any arbitration or other permitted legal proceeding. The Parties agree that any dispute that may arise between the Parties shall not disrupt or interfere with the provision of services to Members. Discussions and negotiations held pursuant to this Section 8.2 shall be treated as inadmissible compromise and settlement negotiations for purposes of applicable Rules of Evidence for the state courts of PR.

8.3. Arbitration

8.3.1. Submission of Claim or Controversy to Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) and conducted by a sole Arbitrator (“Arbitrator”) in accordance with the AAA’s Commercial Arbitration Rules (“Rules”). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the Arbitrator (the “Award”) may be entered by any court having jurisdiction thereof. A stenographic record shall be made of all testimony in any arbitration in which any disclosed claim or counterclaim exceeds \$250,000. An Award for \$250,000 or more shall be accompanied by a short statement of the reasoning on which the Award rests.

8.3.2. Appeal of Arbitration Award. In the event a Party believes there is a clear error of law and within thirty (30) days of receipt of an Award of \$250,000 or more (which shall not be binding if an appeal is taken), a Party may notify the AAA of its intention to appeal the Award to a second Arbitrator (the “Appeal Arbitrator”), designated in the same manner as the Arbitrator except that the Appeal Arbitrator must have at least twenty (20) years’ experience in the active practice of law or as a judge. The Award, as confirmed, modified or replaced by the Appeal Arbitrator, shall be final and binding, and judgment thereon may be entered by any court having jurisdiction thereof. No other arbitration appeals may be made.

8.3.3. Confidentiality. Except as may be required by law or to the extent necessary in connection with a judicial challenge, permitted appeal, or enforcement of an Award, neither a Party nor an arbitrator may disclose the existence, content, record, status or results of a negotiation or arbitration. Any information, document, or record (in whatever form preserved) referring to, discussing, or otherwise related to a negotiation or arbitration, or reflecting the existence, content, record, status, or results of a negotiation (“Negotiation Record”) or arbitration (“Arbitration Record”), is confidential. The arbitration hearing shall be closed to any person or entity other than the arbitrator, the parties, witnesses during their testimony, and attorneys of record. Upon the request of a Party, an arbitrator may take such actions as are necessary to enforce this Section 8.3.3, including the imposition of sanctions.

8.3.4. Pre-Hearing Procedure for Arbitration. The Parties will cooperate in good faith in the voluntary, prompt and informal exchange of all documents and information (that are neither privileged, work product nor proprietary) relevant to the dispute or claim, all documents in their possession or control on which they rely in support of their positions or which they intend to introduce as exhibits at the hearing, the identities of all individuals with knowledge about the dispute or claim and a brief description of such knowledge, and the identities, qualifications and anticipated testimony of all experts who may be called upon to testify or whose report may be introduced at the hearing. The Parties and Arbitrator will make

commercially reasonable efforts to conclude the document and information exchange process within sixty (60) calendar days after all pleadings or notices of claims have been received. At the request of a Party in any arbitration in which any disclosed claim or counterclaim exceeds \$250,000, the Arbitrator may also order pre-hearing discovery by deposition upon good cause shown. Such depositions shall be limited to a maximum of three (3) per Party and shall be limited to a maximum of six (6) hours' duration each. As they become aware of new documents or information (including experts who may be called upon to testify), all Parties remain under a continuing obligation to provide relevant, non-privileged documents, to supplement their identification of witnesses and experts, and to honor any understandings between the Parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, will not be considered by the Arbitrator at the hearing. Fifteen (15) calendar days before the hearing, the Parties will exchange and provide to the Arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) pre-marked copies of all exhibits they intend to use at the hearing.

8.3.5. Arbitration Award. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages and, in the arbitrator's discretion, pre-award interest. The Award shall be in satisfaction of all claims by all Parties. Arbitrator fees and expenses shall be borne equally by the Parties. Postponement and cancellation fees and expenses shall be borne by the Party causing the postponement or cancellation. Fees and expenses incurred by a Party in successfully enforcing an Award shall be borne by the other Party. Except as otherwise provided in this Agreement, each Party shall bear all other fees and expenses it incurs, including all filing, witnesses' citations, discovery, expert witness preparation, transcripts, and attorneys' fees, among others.

8.3.6. Survival. The provisions of Section 8.3 shall survive expiration or termination of this Agreement, regardless of the cause giving rise hereto.

8.3.7. Arbitration Solely Between Parties; No Consolidation or Class Action. Auxilio Salud Plus and Laboratory agree that any arbitration or other proceeding related to a dispute arising under this Agreement shall be conducted solely between them. Neither Party shall request, nor consent to any request, that their dispute be joined or consolidated for any purpose, including without limitation any class action or similar procedural device, with any other proceeding between such Party and any third party.

9. MISCELLANEOUS

9.1. Amendments. This Agreement constitutes the entire understanding of the Parties hereto and no changes, amendments or alterations shall be effective unless signed by both Parties, except as expressly provided herein. Auxilio Salud Plus may amend this Agreement upon thirty (30) days prior written notice, by letter, newsletter, electronic mail or other media (an "Amendment"). Failure by Laboratory to object in writing to any such Amendment within thirty (30) days following receipt thereof constitutes Laboratory's acceptance of such Amendment. In the event that Laboratory reasonably believes that an Amendment is likely to have a material adverse impact upon Laboratory, Laboratory agrees to notify Auxilio Salud Plus in writing, specifying the specific bases demonstrating a likely material adverse impact, and the Parties will negotiate in good faith an appropriate revised Amendment, if any, to this Agreement. Notwithstanding the foregoing, at Auxilio Salud Plus's discretion, and may amend this Agreement to comply with applicable laws or regulations, or any order or directive of any governmental agency, without

any prior notification or the consent from Laboratory, and this Agreement shall be deemed to be automatically amended to conform with all laws and regulations promulgated at any time by any state or federal regulatory agency or authority having supervisory authority over this Agreement. Laboratory agrees that noncompliance with any requirements of this Section 9.1 will exclude Auxilio Salud Plus from any financial liability for the applicable portion of the Laboratory Services. Changes to Policies are addressed by Section 5.1 hereto.

9.2. **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. To be effective, all waivers must be in writing and signed by an authorized officer of the Party to be charged. Laboratory waives any claims or cause of action for fraud in the inducement or execution related hereto.

9.3. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the Commonwealth of Puerto Rico, and the venue shall lie in the San Juan Superior Court.

9.4. **Liability.** Notwithstanding Section 9.3, either Party's liability, if any, for damages to the other Party for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to the damaged Party's actual damages. Neither Party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction, alleged tortious conduct, or delay by the other Party.

9.5. **Severability.** Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. Neither Party shall assert or claim that this Agreement or any provision hereof is void or voidable if such Party performs under this Agreement without prompt and timely written objection.

9.6. **Successors; Assignment.** This Agreement relates solely to the provision of Laboratory Services by Laboratory and does not apply to any other organization which succeeds to Laboratory assets, by merger, acquisition or otherwise, or is an Affiliate of Laboratory. Neither Party may assign its rights or its duties and obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, that Auxilio Salud Plus may assign its rights or its duties and obligations to an Affiliate or successor in interest so long as any such assignment or delegation will not have a material impact upon the rights, duties and obligations of Laboratory.

9.7. **Headings.** The headings contained in this Agreement are included for purposes of convenience only and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

9.8. **Notices.** Except for any notice required under Article 6, Term and Termination, or if otherwise specified, notices required pursuant to the terms and provisions hereof may be effective if sent by letter, electronic mail or other generally accepted media. With respect to notices required under Article 6, notice shall be effective only if given in writing and sent by delivery service with proof of receipt, or by certified mail return receipt requested. Notices shall be sent to the addresses set forth on the signature page of

this Agreement (which addresses may be changed by giving notice in conformity with this Section 9.8). Laboratory shall notify Auxilio Salud Plus of any changes in the information provided by Laboratory related to Laboratory's address or contact information.

9.9. **Remedies.** Notwithstanding Sections 8.3 and 9.4, the Parties agree that each has the right to seek any and all remedies at law or equity in the event of breach or threatened breach of Section(s) 5.5, 6.6 and 7.3.

9.10. **Non-Exclusivity.** This Agreement is not exclusive, and nothing herein shall preclude either Party from contracting with any other person or entity for any purpose. Auxilio Salud Plus makes no representation or guarantee as to the number of Members who may select or be assigned to Laboratory.

9.11. **Force Majeure.** If either Party shall be delayed or interrupted in the performance or completion of its obligations hereunder by any act, neglect or default of the other Party, or by an embargo, hurricane, war, act of terror, riot, incendiary, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof. This Section 9.11 shall not apply to either Party's obligations to pay any amounts owing to the other Party, nor to any strike or labor dispute involving such Party or the other Party.

9.12. **Confidentiality.** It is further understood and agreed by and among the Parties that the terms and conditions of this Agreement, except as otherwise specified, are and shall remain confidential, and shall not be disclosed by either Party without express written consent of the other Party or as required by law or by governmental authorities or by express order by a court having jurisdiction over the Party from whom disclosure is sought.

9.13. **Entire Agreement.** This Agreement (including any attached schedules, appendices and/or addenda) constitutes the complete and sole contract between the Parties regarding the subject matter described above and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included in this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals, agreements, prior course of dealings or discussions of the Parties.

9.14. **Incorporation of Recitals.** The Parties incorporate the recitals into this Agreement as representations of fact to each other.

9.15. **Addenda.** In the event of any inconsistent or contrary language between an Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the Addendum shall prevail as to the terms/conditions to which it applies.

9.16. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed on signature pages exchanged by facsimile or other electronic means, in which event each party shall promptly deliver to the others such number of original executed copies as the others may reasonably request.

9.17. **Notices.** As required by Section 9.8 (“Notices”) of this Agreement, notices shall be sent to each Party at the following addresses:

For Laboratory

For AUXILIO SALUD PLUS

Carlos A. Santiago Rosario, Esq., LLM

CEO

P.O. Box 191227, San Juan, PR 00917-1227 Phone:

787-758-2000

9.18. **Laboratory Facilities.** The Laboratory Facilities included by this Agreement shall be listed in Attachment B. Attachment B is the only document that can be amended without regard to the amendment’s clause and dispositions. Written notice to include or exclude Laboratory Facilities is required. Only Laboratory Facilities owned or controlled by Laboratory will be allowed to be included.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

For Laboratory:

For Auxilio Salud Plus:

Title:

Carlos A. Santiago Rosario, Esq. LLM

CEO