

COVID-19 TESTING LABORATORY SERVICES AGREEMENT

This COVID-19 TESTING LABORATORY SERVICES AGREEMENT (this "Agreement") is made as of December 20, 2021 by and between **Northshore Clinical Labs, Inc.** ("**Northshore**"), an Illinois Corporation, with its usual place of business at 4751 N. Kedzie Ave., Chicago IL. 60625, and **Bloomington School District 13** ("ORGANIZATION"), with its district office located at 164 Euclid Avenue, Bloomington, IL 60108.

RECITALS

- A. Northshore operates a clinical laboratory that is duly licensed, and is certified under all applicable federal and state statutes and regulations and the Medicare and Medicaid programs, and at which it provides COVID-19 PCR testing services ("COVID Testing", and each test, individually, a "COVID Test");
- B. ORGANIZATION desires to contract with Northshore to provide COVID Testing for the ORGANIZATION facilities listed on Exhibit A ("Facilities"), and Northshore and ORGANIZATION desire to enter into this Agreement to define their respective rights and responsibilities; and
- C. The parties agree that Northshore is to provide COVID Testing for the employees and customers of ORGANIZATION under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and/or regulations, third-party reimbursement sources (public or private), or other reimbursement sources covering Facility services. COVID Testing will include virology testing (the COVID-19 PCR Test) to provide information for the diagnosis, prevention, or treatment of a disease or assessment of a medical condition.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Responsibilities of Northshore

- a. Northshore shall conduct on-site testing at the Facilities on scheduled days and times as directed by ORGANIZATION.
- b. Northshore shall perform the COVID Testing at any reasonable time and number of persons requested by ORGANIZATION pursuant to a properly completed test requisition in the form set forth on Exhibit B attached hereto.
- c. Northshore shall provide COVID-19 testing kits and supplies for ORGANIZATION to self-administer to students and/or faculty.

- d. Northshore shall be responsible for the collection and transportation of COVID Test specimens from the Facilities.
 - e. Northshore shall report COVID Test results at the discretion of ORGANIZATION by either 1) reporting to authorized ORGANIZATION personnel by populating a portal with COVID Test results for each facility, 2) reporting COVID Test results directly to each subject undergoing a test, or 3) both.
 - f. Northshore expects it may be required to submit some positive specimens to at least the Illinois Department of Public Health. Negative samples will be destroyed. Northshore may retain de-identified remnant specimens for on-going quality assessment and test improvement.
2. Responsibilities of ORGANIZATION. ORGANIZATION shall provide to Northshore access to the Facilities to administer COVID Tests. ORGANIZATION shall provide items reasonably required for testing such as tables, chairs, stanchions, and/or other items mutually agreed to by the parties in writing.
3. Term and Termination.
- a. The term of this Agreement (“Term”) shall be for one (1) year, commencing on the Effective Date and continuing until the first (1st) anniversary of the Effective Date, and renewing automatically unless terminated in accordance with Section 3.b of this Agreement.
 - b. This Agreement is an “at-will” agreement and therefore either party may terminate this Agreement at any time with or without cause and with or without notice.
4. Billing.
- a. Throughout the Term of this Agreement, Northshore shall have the sole right to bill third party payers and or other reimbursement sources to collect charges for COVID Testing services conducted at the Facilities and performed on specimens collected under this Agreement.
 - b. In no event shall ORGANIZATION be responsible for payment for any COVID Test performed under this Agreement.
 - c. In no event shall ORGANIZATION employees or customers be responsible for payment, including any insurance copayment, for any COVID Test performed under this Agreement.
5. Compliance and Warranty. The terms of this Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances. Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules and regulations, as they may be amended from time to time, including, but not limited to, (1) the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”); (2) the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d

through d-8 (“HIPAA”); (3) the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 CFR Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards as contained in 45 CFR Parts 160, 162 and 164 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162 (the “Federal Electronic Transactions Regulations”); (4) the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq. (the “ADA”); (5) Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; (6) the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq. (“FERPA”); (7) Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.; (8) the federal Physician Self-Referral Law (42 U.S.C. § 1395nn), the regulations promulgated thereunder and similar state physician self-referral laws and regulations; (9) the federal Medicare/Medicaid Anti-Kickback Law (42 U.S.C. § 1320a-7b), the regulations promulgated thereunder and similar state anti-kickback laws and regulations; and (10) the Eliminating Kickbacks in Recovery Act (18 U.S.C. § 220), the regulations promulgated thereunder and similar state laws and regulations.

6. Business Associate Agreement. Northshore and ORGANIZATION further agree that, in providing fulfilling their obligations to one another hereunder, both parties will at all times comply with the terms of the certain Business Associate Agreement attached hereto as Exhibit C (the “BAA”), the terms of which are incorporated herein by reference.
7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Illinois without regard to the conflict of laws provisions thereof.
8. Insurance. During the performance of this Agreement, Northshore shall, at its own expense, carry and maintain insurance as recited below and shall provide a Certificate of Insurance reflecting same.
 - a. Workers Compensation - \$1,000,000
 - b. Auto Liability - \$1,000,000
 - c. General Liability - \$4,000,000
 - d. Professional Liability/Medical Malpractice - \$3,000,000
 - e. Cyber Liability - \$2,000,000
9. Independent Contractor. Northshore is, and shall at all times be deemed to be, an independent contractor and shall carry out the responsibilities required of it by the terms of this Agreement. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between Northshore and ORGANIZATION or any of ORGANIZATION’s employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of their respective employees, agents, consultants, or subcontractors as they relate to any Services provided under this Agreement.
10. Indemnification. Each party shall defend, indemnify and hold harmless the other party and such party’s directors, officers, employees, affiliates, and agents from and against any and all third party claims, losses, damages, costs, expenses or liabilities to the extent arising

out of its obligations pursuant to this Agreement, except to the extent such claims, losses, damages, costs, expenses or liabilities arise out of the gross negligence or willful misconduct of party seeking such indemnification, its employees or agents. The provisions of this Section shall survive the termination of this Agreement. The indemnified party must cooperate fully with the investigation and defense of the claim or suit, and may not take any action which will prejudice the claim or suit.

11. Confidentiality and Data Sharing:

- a. Northshore shall maintain strict confidentiality of all information, data or records relating to employees and customers of ORGANIZATION and shall only disclose such information in accordance with federal, state and local law and regulations as identified in Section 5 of this Agreement. Notwithstanding anything to the contrary in this Agreement, such federal, state or local laws which govern the disclosure of patient information, “Protected Health Information” and “Personally Identifiable Information,” when applicable, shall control over the terms of this Agreement with regard to Northshore providing information to ORGANIZATION (or a third-party) regarding any person subject to COVID-19 testing.
- b. Northshore agrees to only collect information (medical or otherwise) about ORGANIZATION employees and customers to the extent necessary to fulfill its duties under the terms of this Agreement. Northshore shall maintain records of all information collected, including but not limited to COVID-19 test results for a minimum of two (2) years following the termination of this Agreement. Any student, staff or other employee information collected or otherwise held by Northshore must be made available immediately upon request from ORGANIZATION.
- c. Northshore shall store and process student, staff and other employee information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure and use.
- d. If Northshore becomes aware of a disclosure or security breach concerning any information covered by this Agreement, Northshore shall immediately notify ORGANIZATION and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
- e. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in this Agreement may, at ORGANIZATION’s discretion, result in ORGANIZATION immediately terminating this Agreement and refusing to enter into a contract with Northshore or otherwise allow access to any ORGANIZATION student, staff or other employee information for a period of not less than five (5) years.

- f. Northshore may employ third parties to assist with the performance of its duties in this Agreement. However, Northshore is solely responsible for ensuring that any third party providing services in connection with its obligations under this Agreement is also bound by the obligations of confidentiality as noted in Section 11. Northshore shall pay all fees, wages, salaries, and other amounts due to any third party in connection with its performance of its obligations under this Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. This Agreement shall not be amended, released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.
13. Amendments. No modifications of or amendment to this Agreement shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.
14. Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.
15. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by certified mail, or (c) sent by a nationally-recognized courier guaranteeing next-day delivery, to the recipients below. The parties agree that changes to the addresses below for receipt of notices under this Section may be effected by a letter signed by the relevant party and does not require an amendment to this Agreement signed by all parties.

If to Northshore:
Northshore Clinical Labs, Inc.
4751 N. Kedzie Ave
Chicago, IL. 60625
Attention: Omar Hussain
Omar@Northshoreclinical.com

If to the ORGANIZATION:
Bloomington School District 13
164 Euclid Avenue
Bloomington, IL 60108
Attention: Dr. Jon Bartelt
jbartelt@sd13.org

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**NORTHSHORE CLINICAL LABS,
INC.**

By: _____
Name: OMAR HUSSAIN
Title: LABORATORY MANAGER
Date: _____

Organization

By: _____
Title: President, Board of Education
Date: December 20, 2021

EXHIBIT A

The Organization Facilities are identified as follows:

DuJardin Elementary School

166 Euclid Avenue

Bloomington, IL 60108

Erickson Elementary School

277 Springfield Drive

Bloomington, IL 60108

Westfield Middle School

149 Fairfield Way

Bloomington, IL 60108

EXHIBIT B

Please reference the previously provided Requisition Form.