LABORATORY SERVICES AGREEMENT

This Laboratory Services Agreement ("Agreement") is made and entered into as of _____**[Effective Date]**, by and between:

SDI Laboratory, a California corporation, located at **2204 E 4th Street, Santa Ana, CA 92705** ("Laboratory"), and

_____**[Clinic/Facility Name]**, located at _____**[Clinic/Facility Address]** ("Client" or "Facility").

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which Laboratory will provide clinical laboratory testing services to Client for the diagnosis, treatment, and care of Client's patients, in compliance with all applicable federal, state, and local laws, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

2. SERVICES

1. **Scope of Services**
   Laboratory shall provide:
   - Clinical laboratory testing as requested by authorized providers.
   - Test results in electronic or printed format.
   - Consultation regarding test interpretations when applicable.
   - Supplies for specimen collection (as mutually agreed).
2. **Turnaround Times**
   Laboratory will make reasonable efforts to deliver results within the customary timeframes for each type of test.
3. **Compliance**
   Laboratory will maintain CLIA certification, applicable state licenses, and adhere to all applicable accreditation standards.

3. CLIENT RESPONSIBILITIES

1. **Ordering**
   Client shall order laboratory tests only when medically necessary and authorized by a licensed provider.

2. **Specimen Collection & Transport**
   Client shall collect, label, store, and transport specimens in accordance with Laboratory's protocols and applicable regulations.

3. **Patient Authorization**
   Client shall obtain any necessary consents or authorizations for testing and sharing of patient information.

4. COMPENSATION

1. **Billing**
   Laboratory will bill payers or patients directly, unless otherwise agreed in writing.
   If Client is financially responsible for testing, Laboratory shall invoice Client at mutually agreed rates.

2. **Payment Terms**
   Payment is due within **30 days** of invoice date unless otherwise agreed.

5. TERM & TERMINATION

1. **Term**
   This Agreement shall commence on the Effective Date and continue for **one (1) year**, automatically renewing unless terminated.

2. **Termination**
   Either party may terminate with **30 days written notice** without cause, or immediately for material breach.

6. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of Protected Health Information ("PHI") in compliance with HIPAA and other applicable laws.

7. BUSINESS ASSOCIATE AGREEMENT (BAA)

A. Definitions

- **Business Associate**: Laboratory, as defined under HIPAA.
- **Covered Entity**: Client, as defined under HIPAA.
- **Protected Health Information (PHI)**: As defined in 45 CFR §160.103.

B. Obligations of Business Associate

1. **Use and Disclosure**
   Laboratory shall not use or disclose PHI except as permitted by this Agreement or as required by law.

2. **Safeguards**
   Laboratory shall implement administrative, physical, and technical safeguards to protect PHI.

3. **Reporting**
   Laboratory shall report any unauthorized use or disclosure of PHI to Client without unreasonable delay.

4. **Subcontractors**
   Laboratory shall ensure any subcontractor handling PHI agrees in writing to the same restrictions.

5. **Access to PHI**
   Laboratory shall make PHI available to Client as required under HIPAA for patient access, amendment, and accounting of disclosures.

C. Permitted Uses

Laboratory may:

- Use PHI for proper management and administration.
- Perform data aggregation services for healthcare operations.
- De-identify PHI as permitted under HIPAA.

D. Termination of BAA

Upon termination of this Agreement, Laboratory shall:

- Return or securely destroy all PHI, if feasible.
- If return or destruction is not feasible, extend protections to such PHI.

8. MISCELLANEOUS

- **Governing Law**: California.
- **Entire Agreement**: This Agreement constitutes the entire agreement between the parties.
- **Amendments**: Must be in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SDI Laboratory	**[Clinic/Facility Name]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____