

# ***AGREEMENT***

This Agreement is hereby made between Shodair Hospital (Shodair) of Helena, Montana, and \_\_\_\_\_, for the purpose of providing genetic services. The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

## **Section I: Services**

- 1) Shodair agrees to provide genetic laboratory services to patients at \_\_\_\_\_ and to \_\_\_\_\_.
- 2) A full listing of laboratory services offered by Shodair's genetic laboratory, including cytogenetics, molecular cytogenetics (FISH), DNA testing, prenatal serum screening, and fetal pathology, is contained in Appendix A to this Agreement.
- 3) \_\_\_\_\_ will be directly billed for services provided by Shodair Hospital at a 10% discount on prices in effect at the time of provision of services. Shodair services provided to inpatients covered by Medicare and/or Medicaid will be directly billed to \_\_\_\_\_ at the Medicare/Medicaid rate. Shodair will directly bill Medicare and/or Medicaid for its services to outpatients of \_\_\_\_\_. A current price list is contained in Appendix A
- 4) \_\_\_\_\_ must send all specimens for a specific genetic test to Shodair Hospital to receive the 10% discount.
- 5) Shodair Hospital will provide pre-labeled mailers for sending the appropriate samples to Shodair. An additional service Shodair will provide is a pickup service to expedite delivery on an as-needed basis.
- 6) Results of all laboratory testing will be reported to the referring physician or referring laboratory by fax, mail or telephonically within 2 days of the test being completed.

## **Section II: Dates to Commence and Complete Services**

Performance of this Agreement shall begin \_\_\_\_\_ and the services provided will be continued through \_\_\_\_\_, unless this Agreement is terminated earlier pursuant to Section III.

## **Section III: Termination**

Either party may terminate this Agreement at any time for failure of the other party to perform any part of the services, duties, or conditions contained in this Agreement or without cause after giving 30 days written notice to the other party.

## **Section IV: Assignment and Subcontracting**

The parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services rendered under this Agreement may be performed under subcontract unless both parties agree in writing.

**Section V: Equal Opportunity**

Pursuant to Sections 49.2.303 and 49.3.207, MCA, no part of this Agreement may be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

**Section VI: Venue**

The parties agree that in the event of litigation concerning this Agreement, the venue shall be in the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

**Section VII: Entire Agreement and Modification**

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or any agent of either party which are not contained in this written Agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except in writing, signed by both parties. No handwritten change, addition, or erasure of any printed portion of this Agreement is valid or binding upon either party.

**Section VIII: Liaisons**

Shodair's liaison to \_\_\_\_\_ for the purpose of this Agreement is Ellen Livers or her successor. \_\_\_\_\_ liaison to Shodair for the purpose of this Agreement is \_\_\_\_\_, or his/her successor at \_\_\_\_\_.

**Section IX: Execution**

This Agreement consists of 2 pages and one attachment: Appendix A. The original is to be retained by Shodair Hospital Administration. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the date set forth below.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*By:* \_\_\_\_\_  
*Its* \_\_\_\_\_

**Shodair Hospital**

\_\_\_\_\_  
*Date*

*By:* \_\_\_\_\_  
*John P. Casey, Administrator*