



CONFIDENTIAL

LABORATORY SERVICES AGREEMENT

This **Laboratory Services Agreement** (this "**Agreement**"), is entered into and effective as of the date listed below on the signature page ("Effective Date") by and between Millennium Health, LLC, a corporation organized and existing under the laws of California, with its principal place of business located at 16981 Via Tazon, San Diego, California 92127 ("Millennium") and Kitsap Recovery Center located at 1026 Sidney Avenue, Port Orchard, Washington 98366 ("Referring Party").

WHEREAS, Millennium operates a clinical laboratory and provides laboratory testing services as ordered by authorized health care providers ("Services"); and

WHEREAS, the Referring Party desires to contract with Millennium to provide Services to certain Patients (as defined below) and to bill Referring Party directly for those Services; and

WHEREAS, Millennium and Referring Party desire to enter into this Agreement to define their respective rights and responsibilities.

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

1. **Provision of Laboratory Testing Services**

- 1.1. **Laboratory Services.** Millennium shall perform the Services described in **Exhibit A** as requested by the Referring Party for the Patients. For purposes of this Agreement, "Patients" shall be defined as follows: uninsured patients. Millennium retains the right to add or delete laboratory testing services under this Agreement in its sole discretion and will provide reasonable notice to Referring Party whenever tests are added or deleted.

Any Services provided by Millennium to Referring Party patients who do not fall within the definition of "Patients" in this Section 1.1 are not covered by this Agreement and shall be billed directly by Millennium to the appropriate payor. The parties agree that Referring Party is under no obligation to refer laboratory testing for such other patients to Millennium and the parties agree that the rates charged herein are in no way related to the value or volume of such referrals.

- 1.2. **Test Results.** Millennium will report results to the authorized ordering professional using its standard report format by fax or on-line web access.
- 1.3. **Test Orders.** Referring Party shall submit to Millennium properly completed test requisitions, including physician signatures (if required), in accordance with Millennium policies and applicable payer requirements which are communicated to Referring Party. Referring Party also shall maintain, and furnish to Millennium upon request, documentation of the physician's order and additional diagnostic and other medical information from the ordering physician sufficient to document that any services performed under this Agreement were ordered by the treating physician and are reasonable and medically necessary in the diagnosis or treatment of patients.

1.4. **Eligible Facilities.** All facility locations listed in **Exhibit B** attached hereto will be eligible to order the Services from Millennium per the terms of this Agreement, including Invoice and Payment as set forth in Section 3 below. Referring Party is to promptly notify Millennium, in writing, of facility(ies) change(s) to be eligible per the terms of this Agreement. Such written notification shall include type of change (add, delete, or modify), name of facility, and address. Changes will be effective no more than two (2) days after receipt of notification by Millennium, unless Millennium notifies Referring Party that it does not agree to the change. Notifications provided under this section may be sent per the Notices provision of this Agreement or electronic mail to contracts@millenniumhealth.com.

2. **Specimen Transport and Supplies**

Millennium shall provide and/or pay for all materials, forms, packaging and shipping costs necessary for the conveyance of specimens to Millennium. All supplies shall be used solely in connection with sending specimens to Millennium and Referring Party represents and warrants that it will not bill any payor for any materials provided by Millennium for the conveyance of specimens to Millennium.

3. **Invoice and Payment**

3.1. **Invoice.** Millennium shall provide Referring Party a detailed monthly invoice of the Services rendered to all Patients.

3.2. **Payment.** Referring Party shall pay Millennium for Services subject to the terms of this Agreement in accordance with the price list attached hereto as **Exhibit A**. Payment in full is due within thirty (30) days of the invoice date. If payment is not received within thirty (30) days of the invoice date, a monthly one percent (1%) charge may be applied to any outstanding balance.

In the event Referring Party mistakenly submits a specimen under this Agreement for a patient that does not fall within the definition of a "Patient" under Section 1.1 and which therefore may be billed by Millennium to a Patient's insurance payor, the Referring Party must notify Millennium within sixty (60) days of the date of the invoice, and provide the Patient's address and phone number, a copy of the Patient's insurance card, and any other forms or information that Millennium may require. If the Referring Party does not provide the required information within sixty (60) days of the date of invoice, the Referring Party shall pay for the specimen pursuant to the terms of this Agreement.

Referring Party agrees to pay Millennium's invoice whether or not Referring Party is compensated by any payer or patient for the Services rendered by Millennium under this Agreement. In the event of Referring Party's failure to pay two consecutive invoice cycles, Millennium shall have the right to immediately terminate this Agreement pursuant to Section 4 below. Notwithstanding the foregoing, even in the event of Millennium's termination of this Agreement, Referring Party shall remain obligated to pay outstanding balances owed to Millennium at the agreed-upon rate listed in **Exhibit A**.

3.3. **Safe Harbor Compliance.** It is the intention of the parties that this Agreement be administered in accordance with the discount provisions of the federal anti-kickback statute, 42 U.S.C § 1320a-7b(b). Accordingly, insofar as required by such statute or by the discount safe harbor regulations at 42 CFR § 1001.952(h), Referring Party shall fully and accurately report in applicable cost reports and provide information upon request to Medicare, Medicaid and other federal health care programs on all discounts and price reductions under this Agreement.

4. **Term and Termination**

4.1. **Term.** The term of this Agreement shall be for one (1) year, commencing on the Effective Date and continuing until the first (1st) anniversary of the Effective Date. The term of this Agreement will automatically renew on an annual basis unless terminated by either party under the terms of Section 4.2.

4.2. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. In the event of a material breach of any term of this Agreement by either party, the non-breaching party may immediately terminate this Agreement upon written notice of termination to the party in breach.

5. **Referring Party Representation and Warranty.**

Referring Party represents and warrants that it will not bill any third party payors (government or commercial) for the Services provided to the Patients under this Agreement. Further, Referring Party represents and warrants that if it seeks payment from a Patient for the Services it will not mark-up or add additional costs when billing the Patient for the Services.

6. **Confidentiality**

6.1. **Proprietary Information.** Each party recognizes and acknowledges that, by virtue of entering into this Agreement and by Millennium providing Services for Referring Party hereunder, each party may have access to certain information of Millennium and Referring Party that is confidential and constitutes valuable, special and unique property of that party. Each party warrants and covenants to the other that it will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without the other party's express prior written consent, except pursuant to such party's duties hereunder, any confidential or proprietary information of the other party, including, but not limited to, information which concerns either party's patients, costs, or treatment methods developed or made by either party, and which is not otherwise available to the public.

6.2. **Terms of this Agreement.** Except for disclosure to their legal counsel (none of whom shall be associated or affiliated in any way with Millennium or any of its affiliates), Referring Party warrants and covenants to Millennium that it shall not disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Millennium. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing party with the option of pursuing remedies for breach and immediate termination of this Agreement.

7. **Insurance.** Millennium shall obtain and maintain throughout the term of this Agreement appropriate professional and comprehensive general liability insurance covering Millennium and its staff for the provision of Services in such amounts as are usual and customary for laboratory facilities furnishing similar services under similar circumstances. Upon request, Millennium shall provide to Referring Party a certificate of insurance evidencing such coverage.

8. **Indemnification.**

Each party agrees to indemnify and hold the other harmless from any liability, loss, claim, injury, damage or expense (including reasonable attorney's fees and costs) incurred by the other as a result of (a) any gross negligence or misconduct by a party or its employees, agents or subcontractors in the performance of its obligations hereunder, or (b) any breach of this Agreement by a party. All indemnification rights described in this Section 8 are expressly conditioned upon the party seeking indemnification giving to the other party prompt and timely notice of the claim for which indemnification is sought.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL HAVE LIABILITY TO THE OTHER PARTY FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES UNDER OR RELATING TO THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Independent Contractor Relationship.** The relationship between Millennium and Referring Party is that of independent contractor. This Agreement shall not be construed to make the Referring Party an agent of, employee or employer, or a joint venture with Millennium. Each of the parties hereto expressly disclaims any intention to enter into any such agency, employment or joint venture and agrees to conduct itself so as not to act or purport to act on behalf of the other.

11. **Compliance with Laws.** Each of the parties shall comply with all applicable licensing, certification and accreditation standards and requirements including, without limitation, the Clinical Laboratory Improvement Act, as amended, all federal and state fraud and abuse and self-referral laws and all laws pertaining to access to and use, maintenance, and transmission of confidential patient information, laboratory services billing, specimen packaging and transport, and any applicable standards for laboratories participating in the Medicare and Medicaid programs.

Neither party shall intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 U.S.C. Sections 1395nn(b) and 1396h(b)), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C. Sections 1320a-7 et seq.) or any other applicable federal, state or local law, rule, or regulation. If, prior to expiration of the term of this Agreement, federal, state or local laws, rules or regulations are enacted and affect either party's performance or ability to perform or if such newly enacted laws, rules or regulations render this Agreement illegal or unenforceable, this Agreement shall automatically terminate.

Each party warrants and certifies that it will not violate the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) or the physician self-referral law (the "Stark Law") (42 USC § 1395nn) with respect to the performance of the Agreement.

Each party also represents and warrants that it is not now nor has it ever been debarred or excluded from participation in any federally funded health care program, including Medicare or Medicaid. Each party agrees that it shall notify the other party in the event of any adverse action relating to its license, permit, certification or right to receive reimbursement from any federally funded health care program, including Medicare and Medicaid.

12. **Assignment**. Neither party shall assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party. No assignment, subcontracting, subletting or other such disposition of this Agreement by either party shall relieve that party of its commitments hereunder.
13. **Non-Discrimination**. Neither party shall discriminate in the performance of Services on the basis of race, color, creed, national origin, age, handicap, sex, sexual orientation or marital status.
14. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
15. **Force Majeure**. Neither party shall be liable for any delay or failure in performance hereunder caused, in whole or in part, by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.
16. **Governing Law**. This Agreement has been executed in, and shall be governed by and interpreted in accordance with, the laws of the State of California. Any controversy or claim arising from or relating to the Agreement shall be brought in the courts of the State of California.
17. **Mutual Cooperation**. The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest services to the public.
18. **Entire Agreement**. This Agreement and its attachments constitute 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.
19. **Warranty of No Conflicts**. By signing this Agreement, Referring Party represents and warrants that it has the right to enter into this Agreement and that nothing contained herein violates or interferes with any other existing contracts that Referring Party may have, including but not limited to third party payer agreements.
20. **Authority to Execute**. The parties warrant to each other that the person or persons executing this Agreement on its behalf has or have authority to do so, no third party consents are required to enter into this Agreement, and that such execution has fully obligated and bound such party to all terms and provisions of this Agreement.

21. **Notices.** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, return receipt requested postage pre-paid, electronic mail, or by an overnight delivery service which provides a written receipt evidencing delivery to the address set forth by the party to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

If to Millennium: Millennium Health, LLC
16981 Via Tazon
San Diego , CA 92127
Attention: Legal Department
Email: contracts@millenniumhealth.com

If to Referring Party: Kitsap Recovery Center
1026 Sidney Avenue
Port Orchard, Washington 98366
Email: MWard@kitsap.gov

22. **Survival.** The following provisions of this Agreement shall survive termination or expiration of this Agreement: Invoice and Payment; Confidentiality; Indemnification; and Limitation of Liability.

This Agreement shall be null and void if Millennium has not received an executed copy of the Agreement within ninety (90) days of the date that this Agreement was received by the Referring Party.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by signature of their duly authorized representative as set forth below, to be effective as of the Effective Date.

MILLENNIUM HEALTH, LLC

Signed by:
By: Neil Thomas
D0076DDEDCDB425...
Name: Neil Thomas
Title: CFO
Date: 11/10/2025

To be completed by Millennium:

Effective Date: October 12, 2025

KITSAP RECOVERY CENTER

Signed by:
By: Doug Washburn
4C0DAD2C580B435...
Name: Doug Washburn
Title: Director
Date: 11/10/2025

Invoice/Billing Contact Details

Contact Name: Marche Ward
Contact Title: Clinical Manager
Contact Email: MWard@kitsap.gov
Contact Phone: (360)337-5640

Exhibit A

Urine Drug Test (UDT) and Oral Fluid Test (OFT) Price List

Referring Party shall pay Millennium \$55.00 per specimen for urine drug testing services or oral fluid testing services provided for Patients.

Exhibit B

Eligible Facilities

Facility locations to be covered under this Agreement:

1. Kitsap Recovery Center
1026 Sidney Avenue
Port Orchard, Washington 98366

Safety & Health

Claims

Patient Care

Insurance

Workers' Rights

Licensing & Permits

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name: Principal: From: To:

WA UBI Number: RCW: Penalty:

License Number:

November 2024

Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

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Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Ends	Due	Wages Due
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There are no records that match your search criteria.

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