

**Patient-Centered Laboratory Utilization Guidance Services (PLUGS)
Participation Agreement for Corporate Member**

This Participation Agreement (Agreement) is entered into by and between Seattle Children's Hospital, a Washington nonprofit corporation (Seattle Children's) and the Participant identified on the PLUGS website registration form.

Background

- A. Seattle Children's, exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, fulfills its charitable health care mission in part through the operation of an acute care children's hospital and other children's health services and facilities in Seattle, Washington, including laboratory services. In furtherance of its clinical and educational missions, Seattle Children's has entered into strategic relationships to facilitate collaborative work with other health care providers to improve the quality of pediatric health care services and improve access to such services for all children.
- B. Participant is a health care company or practice that provides services or products to the health care industry.
- C. Children's is leading a project, known as the Patient-Centered Laboratory Utilization Guidance Services (PLUGS), which is designed as a collaborative effort to improve the value of laboratory services to patients by promoting high quality, cost effective utilization of laboratory tests.
- D. Participant wishes to participate in PLUGS, and Seattle Children's wishes to engage Participant in the activities contemplated by the collaborative PLUGS effort.

Agreement

In consideration of the mutual promises set forth below, Seattle Children's and the Participant hereby agree as follows:

1. PLUGS. PLUGS is intended to facilitate and promote high quality, cost effective utilization of laboratory tests, and Seattle Children's will lead a process that may include efforts to: advocate for insurance reimbursement with improved test coverage policies; support case review systems; create and promote voluntary standards related to laboratory stewardship; review and improve existing laboratory utilization management tools, such as laboratory protocols, policies, procedures, practices, and lists of obsolete tests (UM Tools); develop select new UM Tools; disseminate and promote implementation of UM Tools; and gather and share feedback on the effectiveness of UM Tools for purposes of continued improvement of such tools. It is not intended to provide medical advice to any participant. To this end, the Parties anticipate that Seattle Children's will:

1.1. Coordinate efforts to develop and disseminate educational materials to support implementation of UM Tools, such as phone scripts, email templates, and FAQ's;

1.2. Communicate regularly with participants about PLUGS efforts and outcomes, via scheduled teleconferences and the PLUGS website; and

1.3. Request qualified participants to provide additional services to other participants, including but not limited to test ordering guidance or call center support. If so requested, Participant shall not be obligated to do so. If Participant agrees to provide additional services hereunder, Participant agrees to

cooperate with Seattle Children's in identifying appropriately qualified individuals as necessary to competently provide such additional services.

The parties acknowledge and agree that Seattle Children's may elect to initiate, change, or cease provision of the services described in this Section 1 as it determines, in its reasonable discretion, most effectively use Seattle Children's and/or Participant resources.

2. Participant Responsibilities. Participant will commence participation in PLUGS and agrees to use reasonable efforts to comply with policies pertaining to PLUGS as may be adopted from time to time provided such policies do not conflict with Participant's own internal policies, procedures or applicable legal requirements. Should Seattle Children's determine it necessary to change or add any new policies, it shall notify Participants at least thirty (30) days prior to any change going into effect. If Participant has relevant UM Tools, it may elect to supply such to Seattle Children's for consideration in the collaborative efforts to review, improve and develop UM Tools as described in Section 1 above.

3. Annual Participation Fee. Within thirty (30) days of registering to participate in PLUGS and annually thereafter, Participant, shall pay to Seattle Children's a nonrefundable participation fee at the then current published rate, in accordance with Seattle Children's invoice.

4. Term. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed for additional one-year periods, unless terminated as provided herein.

5. Termination.

5.1. For Convenience. This Agreement may be terminated by either party for any reason or no reason by providing at least thirty (30) days prior written notice of termination to the other. Upon such termination, Participant shall not be entitled to a refund of the Participation Fee.

5.2. For Cause. Either party may terminate this Agreement for material breach or default of the other party on fifteen (15) days prior written notice to the breaching party. If the breaching party does not cure the material breach or default within the fifteen (15) days, this Agreement will automatically terminate at such time.

6. Representatives.

6.1. For purposes of this Agreement, Seattle Children's representative shall be Monica Wellner, or her designee or successor, who shall be Seattle Children's liaison with Participant. Any notices provided to Children's under this Agreement shall also be provided to Children's representative in accordance with Section 13.

6.2. For purposes of this Agreement, Participant's representative, as identified on the PLUGS website registration form, shall be Participant's liaison with Seattle Children's. Any notices provided to Participant under this Agreement shall also be provided to Participant's representative in accordance with Section 13.

7. Ownership.

7.1. All inventions and other subject matter (i) owned or licensed by either Party prior to entering into this Agreement, which could include, but is not limited to UM Tools or (ii) invented or developed by or on behalf of such Party independently from the activities contemplated under this Agreement (together with all intellectual property rights associated therewith, collectively, Background IP) are and shall, as between the Parties, remain the sole property of such Party. Unless otherwise specifically stated herein, neither Party shall transfer by operation of this Agreement to the other Party any right in or license to such Background IP.

7.2. Subject to the provisions of Section 7.3 below, Seattle Children's will own right, title and interest in and to all items that are created solely by Seattle Children's under this Agreement, including without limitation the UM Tools and related educational materials described in Section 1 above. Without limiting the previous sentence, all such UM Tools and related educational materials created by Seattle Children's will be deemed "works made for hire" of Seattle Children's for all purposes of copyright law, and the copyright will belong solely to Seattle Children's. Participant shall have the right to freely use, perform, display and create derivative works of all UM Tools and related educational materials created by Seattle Children's for any educational or other non-commercial purpose. Such right shall survive termination of this Agreement.

7.3. Notwithstanding anything to the contrary herein, UM Tools and related educational materials that are owned by Seattle Children's will not include Participant's Background IP, copyrights, patents, trade secrets, trademarks, and other proprietary rights, including ideas, concepts and know how of Participant, including any that are incorporated into UM Tools and related educational materials created by Seattle Children's (collectively, the Participant Materials). However, subject to third party rights and with the exception of any Background IP, patent or trademark rights, Participant hereby grants to Seattle Children's a non exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty free license to use the Participant Materials to the extent they are included in, and as necessary to use and exploit the UM Tools and related educational materials. Participant shall promptly notify Seattle Children's if it has reason to believe that it's Participant Materials include patented materials. Participant's patented materials or Background IP may be available via license to Seattle Children's at Participant's sole discretion.

8. Mutual Representations and Warranties.

8.1. Compliance with Law; Authority. Each party represents and warrants that it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

8.2. Exclusion. Each party represents and warrants to the other that it is not now and at no time has been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid. Each party hereby agrees to notify the other party promptly of any proposed or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid. Each party further represents and warrants to the other party that none of its employees are now and at no time have been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid. In the event that either party, or any of its employees, is excluded from participation in any federally funded healthcare program, the other party shall have the right to declare this Agreement terminated automatically as of the date of such exclusion.

9. Exclusive Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8 ABOVE, THE PARTIES ACKNOWLEDGE THAT THE INFORMATION AND SERVICES PROVIDED BY THE PARTIES UNDER PLUGS (THE "DELIVERABLES") ARE PROVIDED "AS IS" AND ARE NOT INTENDED TO BE MEDICAL ADVICE OR REPLACE APPROPRIATE MEDICAL DECISION-MAKING. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DELIVERABLES INCLUDING BUT NOT LIMITED TO THEIR SAFETY, EFFECTIVENESS, ACCURACY, COMPLETENESS AND COMMERCIAL, MEDICAL OR SCIENTIFIC VIABILITY. BOTH PARTIES DISCLAIM ALL WARRANTIES WITH REGARD TO THE DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES, EXPRESS OR IMPLIED OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. FURTHERMORE PARTICIPANT AGREES NOT TO FILE, PARTICIPATE IN, OR ASSIST ANY PARTY IN A SUIT AGAINST, ANOTHER PLUGS PARTICIPANT FOR DAMAGES OR JUDGMENT FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, ATTORNEYS' OR EXPERTS' FEES, OR COURT COSTS (EVEN IF THE PLUGS PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS), THAT ARISE OUT OF OR ARE RELATED TO INFORMATION OR MATERIALS PROVIDED BY ANY PLUGS PARTICIPANT.

10. Actions of Participants. Except as provided under Section 11, the parties agree they shall not seek to hold each other or the other party's trustees, officers, employees and agents liable for the consequences of any action or inaction of any other PLUGS participant.

11. Indemnification. Each party (the Indemnifying Party) hereby agrees to indemnify, defend, and hold harmless the other, its respective trustees, officers, employees, and agents (the Indemnified Party), from and against any and all losses, costs, damages, expenses, liabilities, liens, taxes, demands, claims, arbitrations, lawsuits, and any other legal actions (including without limitation interest, penalties, and reasonable consultant, attorney and other legal fees incurred in connection with any of the foregoing) that may be asserted against, incurred or suffered by, imposed on, or awarded against the Indemnified Party on behalf of a third party, arising out of or in connection with, in whole or in part: (i) the negligent or intentional acts or omission of the Indemnifying Party, its directors, officers, employees or agents in performing its obligations hereunder; (ii) any violation of any federal, state or local statute, ordinance or regulation by the Indemnifying Party, its directors, officers, employees or agents; or (iii) any Material Breach of this Agreement by the Indemnifying Party, its directors, officers, employees or agents. The obligations with respect to indemnification set forth in this Section 11 shall survive the termination of this Agreement.

12. Independent Contractor. Seattle Children's and Participant are independent contractors with respect to the services and deliverables provided and received under this Agreement. The provisions of this Agreement will not be construed to establish any form of partnership, agency or other joint venture of any kind between Seattle Children's and Participant, nor to constitute either party as the agent, employee or legal representative of the other. All persons furnished by either party to accomplish the intent of this Agreement will be considered solely as the furnishing party's employees or agents and the furnishing party will be solely responsible for compliance with all laws, rules and regulations involving, among other things, employment of labor, hours of labor, working conditions, workers' compensation, payment of wages, and withholding and payment of all applicable taxes of any nature.

13. Notices. Any notice that required or permitted under the provisions of this Agreement shall be directed to the representative designated in accordance with Section 6 above and shall be deemed given if mailed by certified United States mail, first-class, postage prepaid, or delivered via a nationally recognized courier service. addressed to the recipient indicated in the online registration form.

If to Seattle Children's:
Seattle Children's Hospital
4800 Sand Point Way NE
Dept. of Laboratories, OC.8.720
Seattle, Washington 98105
Attn: Monica Wellner (PLUGS)

Either party may, from time to time, change its notice address by written notice to the other party in accordance with the provisions of this Section 13.

14. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be limited and construed so as to make it enforceable or, if such limitation or construction is not possible, such provision shall be deemed stricken from this Agreement. In such event, all other provisions not stricken from this Agreement shall remain in full force and effect, unless such enforcement would be inconsistent with the purposes of this Agreement.

15. No Publicity. Neither party may use the other party's name or mark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other party's prior written consent, with the exception of the member directory which will be available and displayed to fellow PLUGS members in electronic or written form. The parties acknowledge and agree that the use of the other party's name or mark, in accordance with this section, shall not be construed in any way or any purpose as an endorsement of the using party.

16. Miscellaneous. This Agreement supersedes all prior Participation Agreements between Participant and Seattle Children's, and it constitutes the entire agreement between Participant and Seattle Children's regarding participation in the PLUGS program. This Agreement shall be binding upon and inure to the benefit of Seattle Children's, the Participant and their successors and assigns. This Agreement may not be modified except in a written amendment signed by both parties.