



## IN-OFFICE SPECIMEN COLLECTOR COMPLIANCE AGREEMENT

This In-Office Specimen Collector Compliance Agreement (“Agreement”) is made and entered into and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Acutis Diagnostics(the “Laboratory”),and \_\_\_\_\_ (the “Provider”), located at: \_\_\_\_\_

**WHEREAS**, Laboratory hired the Specimen Collector to collect specimens from patients for testing by Laboratory at one or more medical practices (the “Provider”);

**WHEREAS**, the Parties acknowledge and agree that federal and state law, as well as Laboratory’s own compliance program, prohibit an in-office Specimen Collector from performing services or providing remuneration for the benefit of a referring providers office; and

**WHEREAS**, Specimen Collector and Provider represent that they will comply with Laboratory’s compliance guidelines regarding allowable tasks to be performed by the Specimen Collector.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. Allowable Services. Specimen Collector and Provider acknowledge and agree that the Specimen Collector may perform the following services:
  - A. Those tasks directly related to the collection or processing of Laboratory specimens. The following are examples of those tasks:
    - (i) Collection of specimens from patients for testing at Laboratory, a reference laboratory affiliated with the Laboratory, or a laboratory which has a collection agreement with Laboratory;
    - (ii) Specimen preparation for transporting; and,
    - (iii) Specimen packaging for transporting.
  - B. Those clerical duties directly related to the handling and processing of Laboratory specimens. The following are examples of those clerical duties:
    - (i) Obtaining billing information for Laboratory’s use; and,
    - (ii) Clerical duties directly related to the specimen being collected, including but not limited to ensuring accurate completion of Laboratory requisition forms including electronic test requisitions, confirming the processing of Laboratories specimen reports, and facilitating inquiries about specimen reports.
2. Prohibited Services. Specimen Collector and Provider acknowledge and agree that the Specimen Collector may not perform any of the following services:
  - A. Any tasks that are customarily the responsibility of the Provider’s office staff. The following are examples of such tasks:

- (i) Assisting, in any manner, with Point of Care testing with a CLIA waived cup or Provider's laboratory office analyzer in which Provider is billing; and,
    - (ii) Performing medical or nursing assistant duties for Provider patients, including but not limited to the taking of vital signs.
  - B. The performance of any administrative and/or clerical duties that are customarily the responsibility of the Provider's office staff. The following are examples of such administrative and/or clerical duties:
    - (i) Answering Provider telephones;
    - (ii) Filing and/or reviewing patient files; and,
    - (iii) Registration of patient demographics unto Provider's computer system.
  - C. The provision of any gifts or personal services for Provider's providers, management, or office staff.
3. **No Influence.** The Specimen Collector and Provider acknowledge and agree that the ordering of laboratory test(s) may only be ordered by a provider, e.g. physician or mid-level practitioner, treating the beneficiary for the purpose of using the results in the management of the beneficiary's medical problems. Accordingly, the Specimen Collector agrees that he/she will not take part in any activities that could influence the ordering provider's decision making, including but not limited to reviewing provider orders, reviewing patient drug regimens, and providing infection control services.
4. **Monitoring.** Provider acknowledges that Laboratory shall have the right to review the Specimen Collector's performance of this Agreement to verify his/her compliance with the provisions herein, including but not limited to Sections 1, 2, and 3 above, and Provider further agrees to cooperate and provide Laboratory access to the information, records, documents and other materials Laboratory needs to exercise said monitoring functions in a reasonable manner including physical site audits that does not cause Provider to incur any undue costs or business interruptions.
5. **Term.** This Agreement shall remain in effect as long as Specimen Collector is employed by Laboratory.
6. **Remedies.** In the event that Specimen Collector and/or Provider violate this Agreement, Laboratory reserves the right to terminate the employment of Specimen Collector and the account of the Provider.
7. **Other Agreements.** The parties acknowledge and agree that there may be other agreements between the parties, including but not limited an employment agreement. The compliance representations in this Agreement shall supplement, not supplant, any other agreements or arrangements between the parties. The parties further agree that these representations shall supplement, not supplant, any statutory or regulatory provisions applicable to the subject arrangement.

## SIGNATURES

**ACUTIS DIAGNOSTICS:**

**PROVIDER:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_