

## STATEMENT OF WORK NO. 1

This Statement of Work No. 1 (“SOW”), effective as of the date of last signature below (“SOW Effective Date”), is entered into by and between Concentrix CVG Customer Management Group Inc., an Ohio corporation having a place of business at 201 East Fourth Street, Cincinnati, Ohio 45202, on behalf of itself and its Affiliates (collectively, “Concentrix”) and BioReference Laboratories Inc., a New Jersey corporation, having a place of business at 481 Edward H. Ross Drive, Elmwood Park, N.J. 07407 (“Client”). This SOW is entered into under the terms and conditions of the Concentrix Customer Agreement dated May 6, 2020 between Concentrix and Client (the “Agreement”) which are incorporated into and made part of this SOW. In the event there is any conflict between the terms set forth in the Agreement and those set forth in this SOW, the terms of the SOW shall control for purposes of this SOW only. Capitalized terms used but not otherwise defined in this SOW will have the meanings given in the Agreement. As used herein, Concentrix and Client may be referred to individually as “Party” and, collectively, as the “Parties”.

This SOW, including its attachments, describes the tasks and activities Concentrix will perform when it receives inbound telephone inquiries and emails from Client’s customers (the “Services”) and how Concentrix’s performance of the Services is measured and reported to Client. This SOW also described the responsibilities and obligations of Client and of Concentrix regarding the Services.

The Parties acknowledge they are executing this SOW during the COVID-19 pandemic and, accordingly, Concentrix’s ability to fulfill its obligations as detailed herein may be impacted. The parties will work together to determine how best to provide the services during this impacted period or whether initiation of the services should be delayed and will, to the extent necessary, document any changes in an amendment to this SOW.

### 1.0 DEFINITIONS

- a. “AHT” means Average Handle Time;
- b. “Authorized Representative” has the meaning set forth in Section 12.0 (Authorized Representatives);
- c. “Services Location” has the meaning set forth in Section 2.3 (Services Locations);
- d. “Change Management” has the meaning set forth in Section 12.0 (Change Management);
- e. “Change Order” has the meaning set forth in Section 13.0 (Change Management);
- f. “Change Request” has the meaning set forth in Section 12.0 (Change Management);
- g. “Channel” has the meaning set forth in Section 2.5 (Supported Channels);
- h. “COLA Index” has the meaning set forth in Section 10.2 (Cost of Living Adjustments)
- i. “Concentrix” has the meaning set forth in the introduction to this SOW
- j. “Concentrix Personnel” has the meaning set forth in Section 3.0 (Concentrix Personnel);
- k. “Concentrix Systems” means the telephony, applications and systems provided by Concentrix and used by Concentrix Personnel to provide the Services;
- l. “Concentrix Trainers” has the meaning set forth in Section **Error! Reference source not found.**0 (Train the Trainer);
- m. “Client” has the meaning set forth in the introduction to this SOW;
- n. “Customer Service Representative” or “CSR” has the meaning set forth in Section 3.2 (Customer Service Representatives);
- o. “Client Systems” has the meaning set forth in Section 7.17.2 (Client Systems);
- p. “Eastern Time” shall mean the Eastern Time Zone, standard time or daylight savings time, as applicable;
- q. “Fees” has the meaning set forth in Section 10.0 (Fees);
- r. “Full-Time Equivalent” or “FTE” shall equal forty (40) Worked Hours per week.
- s. “Go-Live Date” has the meaning set forth in Section 2.6 (Transition);
- t. “Hours of Operation” has the meaning set forth in Section 2.1 (Hours of Operation);
- u. “Initial Training” means the training provided to Concentrix Personnel who will be providing the Services;
- v. “IVR” means interactive voice response;
- w. “Locked Forecast” has the meaning set forth in Section 8.1 (Volume Forecasting and Staffing);
- x. “Minimum Commitment” has the meaning set forth in Section 10.4 (Minimum Commitment);



- y. "Nesting Training" has the meaning set forth in Section 4.2 (Nesting Training);
- z. "Ongoing Training" has the meaning set forth in Section 4.3 (Ongoing Training);
- aa. "Performance Metric" has the meaning set forth in Section 9.0 (Performance Metrics);
- bb. "Performance Metric Target" has the meaning set forth in Section 9.0 (Performance Metrics);
- cc. "Production Rates" means the Worked Hour rate described in Section 10.1;
- dd. "Reimbursable Expenses" means the types of expenses described in Section 10.3 (Reimbursable Expenses) incurred by Concentrix while providing the Services which will be reimbursed by Client;
- ee. "Services" has the meaning set forth in the introduction to this SOW;
- ff. "SOW Effective Date" has the meaning set forth in the introduction to this SOW;
- gg. "Supported Languages" has the meaning set forth in Section 2.4 (Supported Languages);
- hh. "Term" has the meaning set forth in Section 0 (Term);
- ii. "Training Rates" mean the charges for training activities for Concentrix Personnel described in Section 10.2;
- jj. "Training Module" has the meaning set forth in Section 4.1 (Initial Training);
- kk. "Transition" has the meaning set forth in Section 2.6 (Transition);
- ll. "Transition Plan" has the meaning set forth in Section 2.6 (Transition);
- mm. "Worked Hour" has the meaning set forth in Section 10.1.

## **2.0 SERVICES COMPONENTS**

### **2.1 Supported Services**

CSRs will respond to inbound inquiries received from Client's customers regarding patient portal setup, test results and to schedule appointments. CSRs will escalate issues to Client's Tier 2 agents via email.

### **2.2 Hours of Operation**

Concentrix will provide the Services Monday through Friday from 8:00 a.m. to 8:00 p.m. (ET) and on Saturday and Sunday from 9:00 a.m. to 5:00 p.m. (ET) (the "Hours of Operation") at each Services Location, including any mutually agreed upon Client holidays. Any exceptions to the Hours of Operation on holidays observed by either Party shall be mutually agreed to by the Parties.

Services provided on a holiday recognized by Concentrix shall be subject to a surcharge. Concentrix recognizes the following holidays in the U.S.: New Year's Day, Memorial Day, Fourth of July, Labor Day, Day after Thanksgiving Day, Thanksgiving Day and Christmas Day. The surcharge shall apply on the day that Concentrix observes the holiday.

In the event that any Concentrix Personnel performing services under this SOW is required to, or is requested by Client to, work under circumstances that require Concentrix to pay such employee overtime wages, then the applicable rates specified in this SOW for each such employee's time shall automatically be increased by the amount set forth in Section 10.2.

### **2.3 Services Locations**

Concentrix will provide the Services using various work at home locations in the U.S. (collectively, the "Services Location"). Concentrix, in its discretion, may change the Services Location following written notice to Client, provided, however, any change in a Services Location shall not relieve Concentrix from providing the Services to Client as described in this SOW. In addition, Concentrix will be solely responsible for any costs it incurs as a result of such relocation and the Fees payable by Client under this SOW will not change as a result of such relocation.

### **2.4 Supported Languages**

Concentrix will provide Services in the English, Spanish and Mandarin languages ("Supported Languages"). Spanish and Mandarin support will be provided using a Client-provided language line.



## **2.5 Supported Channels**

Concentrix's interaction with Client's customers will occur through inbound voice calls and emails. CSRs will also place manual outbound calls to customers to respond to voicemails received outside the Hours of Operation.

## **2.6 Transition**

Following the SOW Effective Date, certain activities and tasks must be performed by each Party before Client will begin forwarding inbound inquiries to Concentrix and CSRs commence interactions with Client's customers ("Transition"). In order for such activities and tasks to be performed timely, in an orderly manner, and with minimal, if any, disruption to Client's business operations, the Parties will, promptly after the SOW Effective Date, jointly develop and document a detailed plan for performing such activities and tasks ("Transition Plan"). Concentrix shall be primarily responsible for planning, scheduling and executing the tasks identified in the Transition Plan utilizing a project team comprised of a project manager and internal subject matter experts in order to implement the Services in accordance with the Transition Plan. Client shall cooperate with and assist Concentrix with such implementation as reasonably requested and shall perform all necessary tasks assigned to Client as part of the Transition Plan in a timely manner. Each Party must complete its assigned activities and tasks prior to the date mutually agreed by the Parties on which Client will begin to forward inbound inquiries to Concentrix and CSRs will commence interactions with Client's customers in a production environment (after Nesting) ("Go-Live Date").

## **3.0 CONCENTRIX PERSONNEL**

Concentrix will provide the Services using personnel with sufficient qualifications and skill to perform the tasks for which they are responsible ("Concentrix Personnel"). Concentrix is responsible for hiring, managing, supervising, disciplining and compensating all Concentrix Personnel who provide the Services. Client will communicate any concerns it may have regarding Concentrix Personnel, including concerns regarding the performance or behavior of Concentrix Personnel, directly to Concentrix and not to the Concentrix Personnel directly.

Concentrix shall provide email notice to Client within 24-48 hours of any employee termination or transition to another project in order for Client to remove their access to the Client-provided systems and applications.

### **3.1 Background Checks**

Prior to providing Services, all Concentrix Personnel will have satisfied the background check Concentrix customarily performs on potential employees in accordance with applicable local law. Upon request of Client and at Client's expense, Concentrix will perform additional background check components on Concentrix Personnel (e.g. credit check or drug testing) in accordance with, and as permitted under, applicable local law. Such additional background check components are not included in the Fees and will be separately invoiced to Client if/when incurred by Concentrix.

### **3.2 Customer Service Representatives**

Customer Service Representatives ("CSRs") are Concentrix Personnel who interact with Client's customers through established Channels and includes those Concentrix Personnel who serve as internal escalation points to provide assistance for more complex inquiries that involve unusual or unique issues. The Parties shall agree in writing on the information to be provided by the CSRs to the individuals being supported hereunder, and the CSRs shall follow the scripts, processes and guidelines provided by Client to perform the Services set forth herein. Any changes to the information to be provided by the CSRs to the



individuals being supported hereunder or the scripts, processes and/or guidelines may only be provided by Client in writing.

#### 4.0 TRAINING

Commencing upon hire and throughout the Term, all Concentrix Personnel will receive the training outlined in the table below and further described herein. Client shall provide the first Initial Training and Nesting Training sessions virtually to the first classes of fifty (50) CSRs, which shall also serve as a train-the-trainer session for various Concentrix Personnel selected by Concentrix (“Concentrix Trainers”). Thereafter, Concentrix Trainers shall provide all Initial Training, Nesting Training and On-Going Training. Each Party’s responsibility for provision of necessary training materials is described in the table below.

Training Module	Training Materials Provided by (including updates)	Training Performed by	Timing of Training	Training Format
				All Services Locations
Concentrix policies and procedures	Concentrix	Concentrix	Initial and Ongoing	Virtual (Initial and Ongoing)
Client practices, policies and procedures	Client	Concentrix	Initial and Ongoing	Virtual (Initial and Ongoing)
Client product and service offerings (including products and services offered by Client’s partners, if applicable)	Client	Concentrix	Initial and Ongoing	Virtual (Initial and Ongoing)
Concentrix Systems	Concentrix	Concentrix	Initial and Ongoing	Virtual (Initial and Ongoing)
Client Systems	Client	Concentrix	Initial and Ongoing	Virtual (Initial and Ongoing)

#### 4.1 Initial Training

Initial Training will be conducted virtually and is expected to take place over five (5) consecutive days. Initial Training will involve conveying the following information to Concentrix Personnel (each a “Training Module”):

- Concentrix policies and procedures;
- Client practices, policies and procedures;
- Client product and service offerings (including products and services offered by Client partners, if any);
- Concentrix Systems; and
- Client Systems.

Initial Training will take place in accordance with a mutually agreed upon training plan. Each training session will be conducted Monday through Friday only. CSRs must successfully complete Initial Training prior to receiving Nesting Training.

#### 4.2 Nesting Training

Following completion of Initial Training, all CSRs will receive further training consisting of on the job training, which will consist of CSRs taking live calls/emails in an assisted environment (“Nesting Training”). Each CSR must successfully complete both Initial Training and Nesting Training before being

permitted to take unassisted calls/emails. Nesting Training will be conducted virtually by Concentrix Trainers over a mutually agreed upon time period.

### **4.3 On-Going Training**

During the Term, CSRs will receive additional training as appropriate to (i) reinforce information in the Training Modules, (ii) communicate updates and changes to the Training Modules, (iii), reinforce and improve soft skills, (iv) assess CSR knowledge of Client Systems and the products and services offered by Client, and (v) introduce new information or improve CSRs skills as necessary or agreed by the Parties (“Ongoing Training”). Concentrix will conduct On-Going Training for CSRs. When possible, On-Going Training will be provided to Concentrix Personnel during pre- and post-shift briefings. Otherwise, it will be provided during times mutually agreed by the Parties with consideration given to the normal working hours of Concentrix Personnel and Concentrix’s ability to meet the Performance Metrics. Concentrix will obtain Client’s approval in advance if overtime is necessary to conduct On-Going Training without causing disruption to the Services.

## **5.0 QUALITY ASSURANCE**

### **5.1 Call Recording**

Concentrix’s call recording system will be configured to record 100% of all inbound calls supported hereunder for quality assurance and training purposes. Each call recording will include information identifying the CSR on the call as well as the date and time of the call. Call recordings will be retained for one (1) year from the date of the call recording and will be accessible remotely by Client.

### **5.2 Call Recording Laws**

The Parties agree that when Concentrix records phone calls as part of the Services, notice of call recording and monitoring (“CRN”) will be provided at the outset of each such call that may be recorded or monitored as follows:

- a. On all outbound calls, including call backs, Concentrix shall provide CRN verbally;
- b. On all inbound calls that utilize an IVR maintained and operated by Concentrix, for which Client cannot unilaterally implement changes to the IVR’s messages or call paths, Concentrix shall provide automated CRN within the IVR;
- c. On all inbound calls that do not pass through an IVR and are initially routed directly to a CSR via a switch maintained and operated by Concentrix, Concentrix shall provide automated CRN within the switch;
- d. On all other inbound calls, Client shall provide automated CRN within either its IVR or its switch.

To the extent, if any, that Client records phone calls that Concentrix takes or makes as part of the Services, the Parties agree that Client shall be exclusively responsible for providing CRN when it records a call.

To the extent neither Party records the calls, but a Party monitors calls, that Party shall notify the other Party of the monitoring and the Party who maintains and operates the switch that routes calls to the CSRs shall be responsible for providing automated CRN within the switch.

### **5.3 Client Call Monitoring**

Subject to the call recording access requirements in Section 5.5 below, Concentrix will provide Client with up to five (5) user licenses to its call recording system in order for Client to remotely monitor live calls between CSRs and Client’s customers and access recorded calls retained online.



## 5.4 Concentrix Call Monitoring

CSR interactions with Client's customers will be monitored periodically by Concentrix to assess CSR performance and adherence to Concentrix and Client processes and procedures. CSRs will be evaluated by Concentrix through use of a quality review form and the Parties will participate in a monthly, joint calibration process to capture evaluation variances arising out of common samples of calls. The process allows Customer to provide guidance and feedback to Concentrix regarding how CSR interactions with Client's customers should be rated and evaluated.

## 5.5 Call Recording System Access

Client wishes to obtain remote User (as defined below) access ("Access") to a Concentrix call recording platform owned or licensed by Concentrix (a "CRP") and assents to complying with additional data security practices and obligations associated with such CRP. Concentrix agrees to provide those pre-identified Client personnel who have a legitimate business need to remotely utilize a CRP ("Users") Access under the following conditions:

- 1) Prior to a User receiving Access, Client shall identify in writing to their Concentrix client services representative all intended Users. Client shall identify only those Users who have a legitimate business need to receive Access.
- 2) Client agrees to notify Concentrix immediately of any Users who should no longer be granted Access. Upon receipt of such notice, Concentrix will, as soon as reasonably possible, prevent further Access by the identified User.
- 3) Client agrees that Concentrix may suspend the Access to any and all Users in the event of a breach, or a suspected breach of the CRP. Concentrix agrees to reinstate Access to Users once Concentrix reasonably believes the CRP is secure.
- 4) Client agrees that a User will lose Access after forty-five (45) days of inactivity on his/her account and can only be reinstated by explicit notice consistent with paragraph 1) of this Section 5.4.
- 5) Notwithstanding anything to the contrary in the Agreement, and excluding only Concentrix's responsibility for removing User Access as detailed in paragraph 2) of this Section 5.4, as between Client and Concentrix, Client shall be responsible for, and accept all liability related to or arising out of, User's Access (including Client's indemnification of Concentrix for any third party claims related to such Access).
6. For the purposes of this section only, any contact or notice requirements set forth herein shall be sent to:

Concentrix: Program Manager

Client: Client to provide a designated contact

## 6.0 REPORTING

Concentrix will measure and report its performance of the Services relative to the Performance Metrics to Customer monthly. Performance Metrics will be measured and reported by rounding all percentage values to two decimal points and all numerical values to the closest whole number. Raw Performance Metric data will be made available to Customer upon request.



Customer may request changes in the reporting of the Performance Metrics by making such request no less than thirty (30) days in advance. Concentrix will accommodate reasonable requests provided such revised reporting capabilities are included within Concentrix's standard reporting capabilities. Requests for ad-hoc and new reports will be processed through the Change Management process described in this SOW.

## 7.0 TECHNOLOGY

**7.1** The table below identifies the technology infrastructure components of the Services and each Party's responsibilities regarding such component(s).

Technology Component	Party Responsible for Providing		Comments
	Concentrix	Client	
Toll and/or Toll Free Numbers for use by Client's contacts	X		Concentrix responsible for procuring/providing telephone numbers for all in-bound calls from Client's customers.
ACD/PBX	X		Concentrix will provide a telephony solution for the receiving and routing of incoming calls as well as the placing of manually dialed outbound calls.
PBX Level Prompting	X		Concentrix will provide a basic menu of options for callers, no more than 3 levels deep.
Phones	X		Phones used by Concentrix Personnel
Call Recording	X		100% of voice calls recorded. Call recordings will be retained for one (1) year from the date of the call recording.
Call Reporting	X		Standard call center reporting will be provided
Secure VPN	X	X	Concentrix and Client will work together to establish a secure VPN over internet for the purposes of allowing Concentrix agents access to necessary client applications.
Whitelisted IP addresses and sites		X	Client to identify and provide all whitelisted IP addresses and sites to Concentrix along with appropriate access guidelines. Such IP addresses and/or sites may be accessed by Concentrix Personnel (consistent with Client guidelines) as necessary to provide the Services
Call Monitoring System ("CMS") (including remote access by CLIENT)	X		Concentrix will utilize its CMS and will provide Client with up to three (3) user licenses allowing Client to remotely access the CMS (Concentrix provides access only. Client is responsible for connectivity)
Call Recording System Access (including remote access by Client)	X		Concentrix will utilize its call recording system to record CSR interactions with Client's customers and will provide Client with up to five (5) user licenses to allow Client access to the call recording system remotely (Concentrix provides access only. Client is responsible for connectivity)
Email and Ticketing Solution	X		Concentrix will provide an application to process inbound emails and capture call interactions. The base install will be configured for speed of delivery to include no more than 15 data fields including phone number, name, address, city, state and zip. The email solution will be configured for 3 initial email queues. Concentrix and Client agree to work together to better enhance the application to meet the Clients needs during training and post-golive. Effort to do so has already been accounted for but should the scope of the request exceed that effort, Concentrix will provide the Client with an appropriate bid. All changes to the Production environment will be handled via the Concentrix Change Control Process.
CSR Desktops	X		All CSR desktops will meet the following minimum specifications: Win 8 or Win 10 PC 4 GB RAM minimum Keyboard Single monitor

Exhibit A attached hereto illustrates the planned connectivity solution for connecting Customer's facilities and Concentrix's facilities. The final connectivity solution will be finalized during Transition and incorporated herein by reference.

## **7.2 Client Systems**

At no charge to Concentrix, Client will:

- a. provide Concentrix with sufficient access to all Client systems, servers, LANs, applications, databases, knowledge base, training materials, product information, queues, etc. along with any updates or revisions thereto ("Client Systems") that are necessary for Concentrix to provide the Services and meet the Performance Metrics;
- b. establish and support the Customer end of site-to-site VPNs between Customer locations and Concentrix locations to allow Concentrix Personnel access to Customer Systems necessary for provision of the Services including voice traffic between Concentrix Personnel and Customer personnel;
- c. provide Concentrix Personnel with access to the Customer email systems (including email addresses) as required to provide the Services;
- d. Provide Concentrix Personnel with access to the email mailbox(es) where all inbound email from Client's customers lands to allow mail to be routed to the appropriate Concentrix Personnel;
- e. provide Concentrix with the process for requesting new IDs, password changes and resets required to access Client Systems;
- f. process/fulfill ID requests made by Concentrix within five (5) days;
- g. process/fulfill password change/reset requests made by Concentrix within four (4) hours; and
- h. provide contact information and escalation procedures for reporting outages or delays associated with Client Systems that impact the Services or that are communicated to Concentrix by Client's customers.

## **8.0 VOLUME FORECASTING AND STAFFING**

### **8.1 Volume Forecasting**

By the tenth (10<sup>th</sup>) day of each month of the Term, Client will provide Concentrix with a forecast of the number of contacts expected to be received during the second and third months following the month such forecast is provided to Concentrix (the "Forecast"). Each Forecast will include the following detail:

- a. the number of contacts expected each day of each month (in half-hour increments) by supported language; and
- b. the monthly AHT for the calls.

Concentrix and Client will jointly review the Forecast and Vendor shall recommend: (i) any requested changes to the forecasted contact volume set forth in the Forecast and (ii) an appropriate and reasonable staffing level of FTE CSRs ("Staffing Level") for the first month provided in the Forecast to meet the Performance Metrics set forth herein. The Parties will finalize the Forecast and agree on the Staffing Level for the first month provided in the Forecast no later than the last day of the month during which it was provided to Concentrix and once finalized, no further changes may be made to the Forecast ("Locked Forecast") or the agreed upon Staffing Level. Concentrix will use the Locked Forecast and agreed upon Staffing Level to schedule and staff appropriate and sufficient Concentrix Personnel to provide the Services and meet the Performance Metrics during the months and at the times covered by the Locked Forecast.

### **Example**





By January 10<sup>th</sup>, Client provides Concentrix with a forecast projecting the number of contacts expected to be received during the month of March and the month of April. The Parties will jointly review the forecast and finalize it by the end of January resulting in a Locked Forecast for March. Concentrix will use the Locked Forecast and agreed upon Staffing Level to schedule and staff appropriate and sufficient Concentrix Personnel to provide the Services and meet the Performance Metrics during the month of March.

Should the actual volume of contacts received in any monthly period exceed the Locked Forecast volumes for the same monthly period, Concentrix will manage actual volumes within the Performance Metrics as follows:

- a. Up to ten percent (10%) over the volumes outlined in the Locked Forecast;

and will use commercially reasonable efforts to manage volumes in excess of the foregoing within the Performance Metrics. Concentrix will not be considered in default for failing to meet any Performance Metrics during any month in which actual volumes exceed the Locked Forecast volumes by ten percent (10%) or more.

## **8.2 Staffing:**

A total of one hundred (100) billable FTE CSRs are in scope for the Services as of the SOW Effective Date ("Billable FTEs").

The Parties may periodically agree to add Billable FTEs to accommodate Client business priority requests for expanded or new scope. FTE additions will be mutually agreed to via the forecasting and staffing process set forth in Section 8.1.

Client may reduce the number of Billable FTEs via the forecasting and staffing process set forth in Section 8.1, but in no event may Client reduce the total number of Billable FTEs supporting Services hereunder below fifty (50) FTE. In addition, the Staffing Level may not be reduced by more than ten percent (10%) from one monthly period to the next monthly period.

## **9.0 Performance Metrics**

As provided in this Section 9.0, the Parties will measure Concentrix's performance of certain aspects of the Services (each aspect a "Performance Metric") against a desired level of performance established for each Performance Metric ("Performance Metric Target"). For the first ninety (90) days from the Go-Live Date, Concentrix will make commercially best efforts to adhere to Performance Metrics for operations. The ninety (90) day time period will be a period of baselining the Performance Metrics. That data from the baselining period will be used by the Parties for reaffirming Performance Metric Targets and making necessary forecasting, staffing and process changes to ensure Concentrix is meeting the mutually agreed to Performance Metric Targets. Based on the results of the baselining period, the parties will mutually agree upon the Performance Metric Targets or any changes to the Performance Metrics that Concentrix will be held to, which will be documented in writing via the Change Management Process.

The initial Performance Metrics that will be tracked during the baselining period are:

- Average Speed of Answer (ASA)
- Service Level – Percent of all inbound calls answered within 20, 30 and 60 seconds or less after reaching Concentrix's queue once reporting is available.
- Abandon Rates
- Hold Time
- AHT
- Total Calls Offered
- Percentage of Calls Answered



- a. All Performance Metric Targets shall be measured on a monthly basis.
- b. All call related Performance Metric Targets are measured from the time that a call connects to the Concentrix CSR queue.
- c. All Performance Metric Targets shall be measured at the overall program level inclusive of all caller inquiries supported under this SOW.
- d. Performance Metric Targets shall not be measured at the individual CSR level.
- e. Once the Performance Metric Targets are agreed to, the Performance Metric Targets shall not apply to Services performed by any newly trained CSR for sixty (60) days immediately following completion of his/her Initial Training and associated Nesting Training period.
- f. If Concentrix fails to meet any Performance Metric and such failure was caused by (a) Client and/or (b) Client third parties providing services to or for Client, Concentrix will be deemed to have achieved the Performance Metrics for the affected period.

## 10.0 FEES

The rates and compensation set forth in this Section 10.0 and used to determine the amounts invoiced to and payable by Client each month ("Fees") are stated and payable in United States Dollars. The Fees will be invoiced to and payable by Client as provided in the Agreement.

### 10.1 Production Rates

Commencing on the Go-Live Date and each month of the Term, CSRs performing services in a production mode (including CSRs in Nesting Training) will be billed at the rate set forth in the table below.

Rate
\$29.49 per Worked Hour

**"Worked Hour"** shall include the period of time between the time that a CSR clocks into and clocks out of Concentrix's time keeping system for payroll purposes, which time shall include phone time, other productive time (data entry), pre-shift meetings, quality and performance coaching, Client-requested focus groups and breaks. Worked Hours shall not include meals, absenteeism, vacation days, sick days, paid time-off days or days off as a result of the Family Medical Leave Act of 1993, as it may be amended from time to time. If for any reason the Concentrix automated operating system that tracks payroll hours is not functioning or otherwise does not track payroll hours, then payroll hours will be calculated manually by Concentrix and Client agrees to accept such manual tracking as accurate, subject to any Client audit rights under the Agreement.

### 10.2 Other Fees

Service	Rate
Overtime surcharge, per Worked Hour (Overtime must be pre-approved by Client)	35%
Holiday surcharge, per Worked Hour	35%
Initial Training*	\$29.00 per Worked Hour
Nesting Training*	At the applicable CSR Worked Hour rate for Production Services



On-Going Training*	At the applicable CSR Worked Hour rate for Production Services
Telecommunications fees (inbound, outbound and call transfer costs)	passed through at Concentrix Cost
Postage and copying	At Cost
Pre-approved travel and travel-related costs	At Cost

\*These rates apply to all training activities of Concentrix Personnel (other than pre-shift and post-shift briefings) including Train the Trainer, Initial Training, Ongoing Training and Nesting Training activities (collectively, the "Training Rates"). Client will not be charged for Initial Training provided to Concentrix Personnel who are hired to backfill positions vacated through attrition.

### 10.3 Cost of Living Adjustments

The Production Rates in Section 10.1 and the Training Rates in Section 10.2 will be adjusted annually on the anniversary of the SOW Effective Date based upon the greater of: (i) three percent (3%) or (ii) the increase for the prior calendar year for the Employment Cost Index for Total Compensation, and Wages and Salaries, For Private Industry Workers by Area found at <http://www.bls.gov/news.release/eci.t13.htm>.

### 10.4 Reimbursable Expenses

Client shall reimburse Concentrix for expenses reasonably incurred by Concentrix in providing the Services including:

- a. Travel expenses incurred by Concentrix Personnel at the request of Client for training or other purposes and in accordance with Client's documented travel policies. Such expenses shall include transportation, per diem, hotel expenses etc. All airline transportation expenses must be pre-approved by Client; and.
- b. Other expenses the Parties mutually agree are necessary for the provision of Services.

Reimbursable expenses will be invoiced to Client at Concentrix's actual cost.

### 10.5 Minimum Commitment

Notwithstanding anything in this SOW or otherwise to the contrary, commencing on the Go-Live Date, each month Client shall pay Concentrix an amount equal to the greater of: (i) the actual number of Worked Hours incurred by Concentrix in said monthly period, or (ii) the Worked Hours associated with a minimum staffing level of fifty (50) FTE CSRs per month.

## 11.0 TERM AND TERMINATION

### 11.1 Term

The term of this SOW shall commence on the SOW Effective Date and shall continue for thirty-six (36) calendar months following the Go-Live Date ("Term") unless terminated early as provided in the Agreement or in Section 11.2 herein.

### 11.2 Early Termination of SOW

- a. Notwithstanding anything to the contrary in the Agreement but in addition to the termination rights set forth in the Agreement, Concentrix may terminate this SOW for convenience subject



to at least ninety (90) days prior written notice to Client specifying the effective date of termination.

- b. After the initial twelve (12) full calendar months following the Go-Live Date, Client may terminate this SOW in its entirety and for its convenience by providing Concentrix with at least ninety (90) days prior written notice specifying the effective date of termination.

## **12.0 AUTHORIZED REPRESENTATIVES**

Concentrix and Client will each appoint an individual who has the authority to represent and bind Concentrix and Client, respectively, in connection with all aspects of this SOW (“Authorized Representative”). Each Party will provide the other with at least 30 days’ notice before assigning a new Authorized Representative unless the Authorized Representative (i) resigns from employment, (ii) is dismissed by his employer, (iii) fails to perform his obligations, or (iv) is unable to work.

The Authorized Representatives, along with other Client and Concentrix representatives will periodically meet (primarily through teleconference or video conference) as necessary and as mutually agreed in order to:

- a. Review status of ongoing activities;
- b. Review performance results and trends;
- c. Discuss support processes, tools and methodologies;
- d. Identify and discuss any disputed items;
- e. Discuss status of open Change Request(s);
- f. Discuss upcoming events that may impact the demand for or timing of the Services;
- g. Plan and schedule for the onboarding of additional Concentrix Personnel;
- h. Discuss Client strategy updates and/or changes; and
- i. Discuss and manage all other aspects of the Services.

## **13.0 CHANGE MANAGEMENT**

Either Party may propose changes to the Services through the process described in this Section 13.0 (“Change Management”). Any change proposed by a Party must be provided to the other Party in writing describing the change, the rationale for the change and the effect the change will have on the Services (“Change Request”). Concentrix will evaluate proposed changes and will advise Client of any impact to the Fees, transition or delivery schedule, or other terms resulting from such change. Changes shall be effective only upon written agreement signed by authorized representatives of both Parties (“Change Order”). A sample Change Order is attached hereto as Exhibit B.

## **14.0 Business Continuity**

Concentrix will maintain and operate its standard continuity solution. Such solution provides operational resiliency for core infrastructure components including:

- a. IT redundancy: focuses on access to IT services through identification and elimination of single points of failure within the network. Key components include redundancy of network services, firewalls, key servers, links and other network devices.

In the event of a failure to a core infrastructure component impacting the Services, Concentrix shall employ commercially reasonable efforts to continue or restore Services as promptly as practicable. Concentrix’s continuity solution does not include any Client-specific business continuity plan or alternate site recovery of

the Services. Concentrix's standard continuity solution does not include any commitment regarding timeframes for recovery or resolution of an infrastructure component failure.

The Parties will mutually agree on a business continuity plan within thirty (30) days of the SOW Effective Date.

## 15.0 APPROVALS

The duly authorized representatives of the Parties have executed and delivered this SOW as of the last date of signature below.

### BioReference Laboratories Inc.

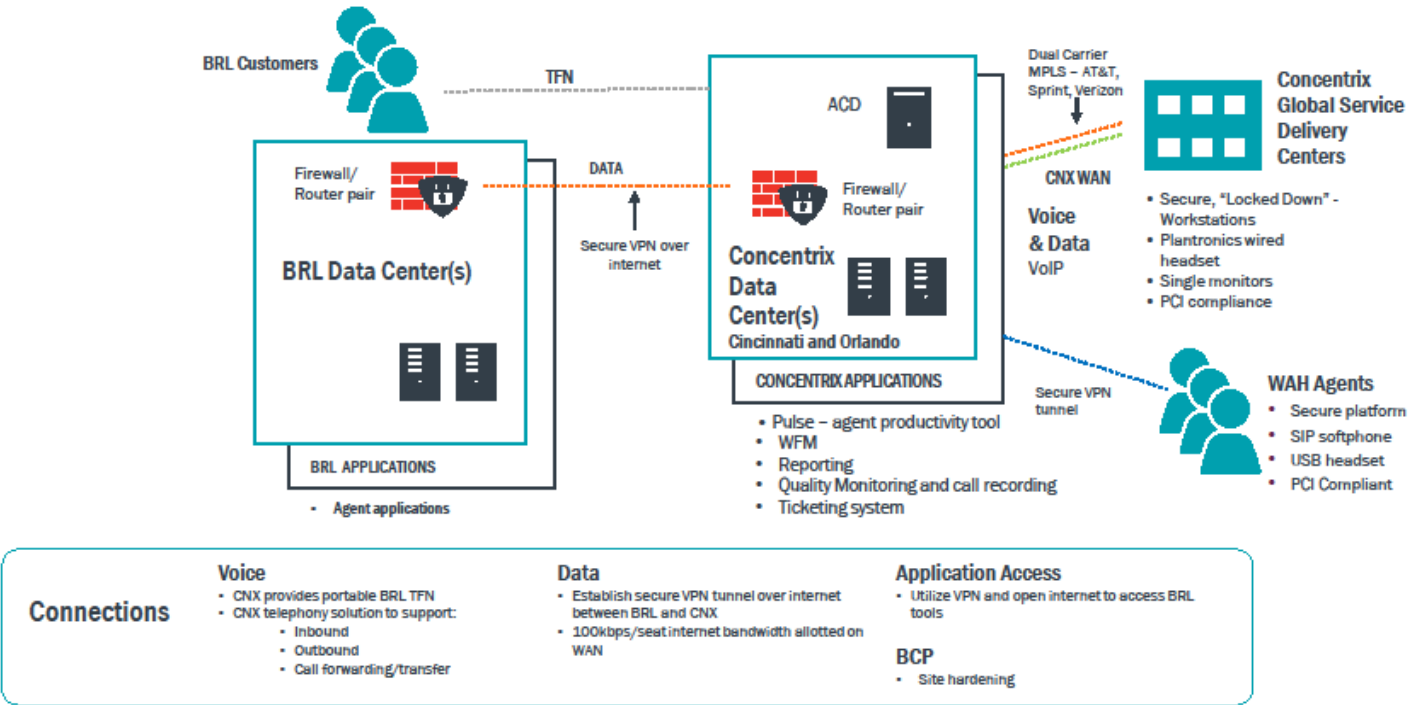
Kevin J Feeley  
(Signature)  
Kevin Feeley  
(Print name)  
CFO  
(Title)  
5/7/2020  
(Date)

### Concentrix CVG Customer Management Group Inc.

Dane Sowinski  
(Signature)  
Dane Sowinski  
(Print name)  
Senior Staff Counsel  
(Title)  
05/07/2020  
(Date)



**Exhibit A**  
**Connectivity Architecture Diagram**



## EXHIBIT B – CHANGE ORDER FORM

<b>SOW Reference</b>	Statement of Work dated [May ____] by and between Bio Reference Laboratories (“Client”) and Concentrix CVG Customer Management Group Inc. (“Concentrix”)
<b>Change Order #</b>	
<b>Summary Description of Change</b>	
<b>Change Order Effective Date</b>	
<b>Change Order End Date</b>	Coterminous with SOW

<b>Description of Change</b>
------------------------------

*Guidance (delete prior to execution)*

*The section should include the following detail to describe the Change (include specific references to SOW sections added, deleted or modified):*

- *a detailed description of the Change including activities to be undertaken or removed from the scope of Services and, where appropriate, any schedule for implementation of the Change;*
- *any new or modified responsibilities of Customer and/or Concentrix;*
- *any adjustment to the fees paid under the SOW;*
- *any modification to the Performance Metrics; and*
- *other further requirements or clarifications.*

Except as specifically set forth herein, the terms of the SOW remain unchanged. The execution, delivery and effectiveness of this Change Order shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of a Party, nor constitute a waiver of any provision of the SOW. Following execution of this Change Order by both Parties, any reference to the SOW shall mean a reference to the SOW as modified by this Change Order. Capitalized terms used but not defined in this Change Order shall have the meanings specified in the SOW.

By signing below, the Parties agree to be bound by the terms of this Change Order.

<b>Concentrix</b>		<b>Client</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Name</b>		<b>Name</b>	
<b>Title</b>		<b>Title</b>	
<b>Date</b>		<b>Date</b>	

