

Lab Outreach Operatizing Agreement

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of 02/03/2022 the "Effective Date", by and between Associates Mental Services LLC ("AFFILIATE"), located at Address 2258 E Irlo Bronson memorial hwy and Immunogenomics LLC and which operate under the names Immunogenomics Lab ("LAB"), having its corporate offices located at 202 Industrial Blvd, Suite 501 Sugar Land, TX, 77478

- A. LAB is licensed and certified in the State of Texas and State of California and is qualified to provide the lab services.
- B. AFFILIATE operates a facility or facilities ("AFFILIATE Location(s)") and is willing to make such facility or facilities available to Lab for specimen collection, handling and transportation for tests ordered by clinics and LAB corporate locations "services"
- C. "Services" are as per stated on Exhibit A
- D. "Staff" is contracted personals by "AFFILIATE"

Now, therefore, in consideration of the preamble and recitals above which are hereby incorporated, and the mutual covenants and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. GENERAL RESPONSIBILITIES.

- 1.1 AFFILIATE shall provide training to its Staff in the Programs at the AFFILIATE Location(s).
- 1.2 AFFILIATE shall be obligated to pay contracted compensation to all of it's Staff
- 1.3 Staff shall be regularly enrolled Staff of "AFFILIATE" and meet the educational requirements of LAB before participating in the "services" with AFFILIATE. Staff shall be held accountable to both AFFILIATE and the LAB to comply with all rules and regulations of the AFFILIATE's facilities.

2. LAB RESPONSIBILITIES.

- 2.1 LAB shall be over-sighting all responsibilities in compliance with applicable laws and rules with CLIA (Clinical Laboratory Improvement Amendments) and CMS.
- 2.2 LAB shall be responsible for the selection, placement, and/or removal, and final grading of Staff placed with AFFILIATE.
- 2.3 Prior to placing any Staff with AFFILIATE, AFFILIATE shall transmit to LAB the name(s) of the Staff and any other reasonably requested information required by LAB. LAB retains the right to remove any Staff who does not meet these basic infectious disease standards.
- 2.5 Lab shall provide orientation as appropriate for the Staff prior to assignment with AFFILIATE.
- 2.6 Lab shall be responsible for maintaining all records of Staff for contact tracing.
- 2.7 Lab shall submit in writing to AFFILIATE the name of the person(s) designated as the Lab manager (who shall be named in **Exhibit A**), or designee, whose responsibility it shall be to act as liaison

LAB Initials _____

AFFILIATE INITIALS

between Lab and AFFILIATE in the development and execution of the services.

2.8 Lab shall, upon the written request of AFFILIATE, withdraw from the services any Staff who: (1) fails to properly perform the services or whose conduct otherwise interferes with staff relationships or primary mission of AFFILIATE; and/or (2) violates any AFFILIATE/lab policy or procedure and/or the professional ethics of AFFILIATE as they relate to patients, clients, visitors, or AFFILIATE personnel.

3. AFFILIATE RESPONSIBILITIES.

3.1 AFFILIATE shall be responsible for the services assigned to AFFILIATE Location(s).

3.2 AFFILIATE's Staff shall be subject to the supervision, direction and control of AFFILIATE while performing their assignments.

3.3 AFFILIATE shall inform Lab of the number of Staff that AFFILIATE can accept and shall accept Staff selected for services in accordance with mutually agreed upon schedules.

3.4 AFFILIATE shall provide training for Staff in accordance with the lab Standard Operating Procedures, performance expectations established and mutually agreed to by LAB and AFFILIATE. AFFILIATE shall assign proper supervisors to train staff in agreed upon aspects of Staff's services. The parties shall collaborate on designing training that meets the objectives outlined in **Exhibit A**.

3.5 AFFILIATE shall provide orientation, as appropriate, to assigned Staff.

3.6 AFFILIATE shall designate an individual (who shall be named in **Exhibit A**) with sufficient training, whose responsibility it shall be to act as liaison between the AFFILIATE and Lab in the development and execution of the services, the evaluation of Staff performance, if applicable, and to engage in such other activities of mutual concern in the provision of "Services".

3.7 Staff shall perform services for patients and/or clients only when under the supervision of a lab employee/contractor. Staff shall work, perform assignments, and provide services at the discretion of their supervisors designated by Lab.

3.8 AFFILIATE shall maintain sufficient administrative and professional control over the supervision of Staff to ensure that the continuity and quality of care to patients and/or other AFFILIATE clients is maintained. AFFILIATE shall not decrease the normal number of staff as a result of this Agreement.

3.9 AFFILIATE shall conduct evaluation of staff's services. Evaluations are to be collected by the AFFILIATE and sent to the LAB upon request.

3.10 AFFILIATE shall, always, remain fully responsible for patient care and/or client management and related services.

4. TERM AND TERMINATION.

4.1 The term of this Agreement shall become effective on the date written above and shall continue in effect unless terminated by the Parties per the provisions below.

4.2 Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon thirty (30) days' prior written notice to the other party.

4.3 In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

5. INSURANCE.

1. AFFILIATE shall procure and maintain for the duration of this agreement, commercial general liability insurance for claims regarding injuries to persons or damages to property caused by the AFFILIATE including the performance of its obligations, Professional Liability to cover wrongful acts for "Professional Liability" for medical, and Worker Compensation policy hereunder with limits no less than \$1,000,000 per occurrence / \$2,000,000 aggregate. AFFILIATE shall also procure and maintain Professional Liability to cover wrongful acts for "Professional Liability" for medical with limits no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

Required insurance coverages:

A. Commercial General Liability:

Coverage	Minimum Amounts and Limits
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

B. Professional Liability/Errors and Omissions:

Coverage	Minimum Amounts and Limits
Each Claim	\$1,000,000

C. Worker's Compensation:

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits or \$1,000,000 Each Accident in any state where there is no Statutory Requirement
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Disease/Each Employee
	\$1,000,000 Disease/Policy Limit

2. Additional Requirements:

- a. Policies described above shall specifically include a Waiver of Subrogation in favor of ImmunoGenomics LLC and AFFILIATE and all of their respective directors, officers and employees.
- b. Policies described above shall name ImmunoGenomics LLC and AFFILIATES and all of their respective directors, officers and employees as Additional Insureds (Form 2010).
- c. All policies described above shall provide for thirty (30) days prior written notice to ImmunoGenomics LLC and AFFILIATE of any cancellation, non-renewal or material change of coverage.
- d. All policies described above shall be Primary and Non-Contributory.
- e. AFFILIATE will be solely and fully responsible for any deductibles or self-insured retentions.

6. STATUS OF Staff.

6.1 During the period in which a staff is contracted with the AFFILIATE, the Staff shall be subject to the direction and control of AFFILIATE supervisors.

6.2 The parties acknowledge that the participating Staff are not employees of the LAB. Staff are not covered by Lab workers' compensation programs.

6.3 AFFILIATE will cooperate with Lab in its endeavor to provide training opportunities to all Staff

regardless of gender, age, religion, ethnicity, or disability.

7. RELATIONSHIP. AFFILIATE is an independent contractor to the LAB, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency or employment between LAB and AFFILIATE or any of their employees, faculty, officers, agents or contractors.

8. PATIENT AND/OR CLIENT RECORDS. Any and all medical records and/or charts and/or client records and documents created at AFFILIATE's Location(s) as a result of performance under this Agreement shall be and shall remain the property of LAB. AFFILIATE will advise all of its Staff at its AFFILIATE Location(s) to maintain the confidentiality of patient medical records and charts and/or client records and documents in accordance with AFFILIATE's policies and procedures and all applicable state and federal laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA"). AFFILIATE agrees to have Staff participate in any lab training or education required to comply with HIPAA or other applicable laws.

9. NO THIRD-PARTY BENEFICIARY. This Agreement is strictly between AFFILIATE and LAB and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

10. INTERRUPTION IN SERVICE. Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, regulatory or legal changes affecting either party, labor disputes, riots, earthquakes, or other acts beyond the reasonable control of such party.

11. INDEMNIFICATION.

11.1 LAB hereby agrees to defend, indemnify and hold harmless AFFILIATE, its directors, officers, agents, and employees, from and against all claims, losses, damages, liabilities, or injuries to persons or property, and all costs, expenses, and attorneys' fees incurred in connection therewith caused by the negligent or intentional acts of LAB, its directors, officers, agents, Staff or employees in connection with or arising out of the acts or omissions in services performed under this Agreement or by any breach or default in performance of any of the lab obligations hereunder.

11.2 AFFILIATE hereby agrees to defend, indemnify and hold harmless LAB, its directors, officers, agents, Staff and employees, from and against all claims, losses, damages, liabilities, or injuries to persons or property, and all costs, expenses, and attorneys' fees incurred in connection therewith caused by the negligent or intentional acts of AFFILIATE, its directors, officers, agents, Staff or employees in connection with or arising out of the acts or omissions in services performed under this Agreement or by any breach or default in performance of any of AFFILIATE's obligations hereunder.

12. DISPUTE RESOLUTION; ARBITRATION.

12.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association.

12.2 If the dispute cannot be resolved by mediation within 30 days, the dispute will be settled by binding arbitration. Specifically, any dispute, no matter how pleaded or styled, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act, conducted by the American Arbitration Association (the "AAA") under its Commercial Rules, and decided by a single arbitrator. If any party commences any action against the other party hereto with respect to the enforcement, breach or non-performance of any of the terms and conditions of this Agreement or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to collect its reasonable attorneys' fees and costs from the non-prevailing party. The arbitration will be conducted within 20 miles of the LAB in controversy.

13. NO ASSIGNMENT.

Neither party shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

14. NOTICES.

Except for delivery of this Agreement, all notices required under this Agreement shall be deemed to have been fully given when made in writing and delivered by: (i) deposit in the United States mail, postage prepaid, certified mail, return receipt requested; (ii) overnight courier service, or (iii) delivered by facsimile (with confirmation receipt), and addressed as follows:

AFFILIATE:

Name: Associates Mental Services LLC
Address: 15319 southern Martin Street
Phone: 407-508-5857
Attention: Yassine Siraj

LAB:

Name: Immunogenomics
Address: 202 Industrial Blvd STE 501
Phone: 832 727 4855
Attention: Client Relations Manager

15. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

16. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty or representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

17. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified only by mutual written consent of the authorized representatives of both parties. LAB and AFFILIATE agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

18. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Texas.

19. ENTIRE AGREEMENT

This Agreement and the Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

20. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

21. COUNTERPARTS

LAB Initials _____

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Assigned copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto on the dates indicated below.

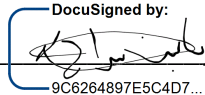
LAB: ImmunoGenomics Lab Name: Twinkle Patel Title: CEO Signature: _____ Date: _____	AFFILIATE Associates Mental Services Name: Yassine Siraj Title: Director of operations Signature:  _____ <small>9C6264897E5C4D7...</small> Date: 2/3/2022
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EXHIBIT A

1. Type of Program(s) offered by AFFILIATE Company covered under this Agreement:

Medical Assistant Technician

Data Entry/Clerical Staff

Courier/Driver

2. Affiliate Company Coordinator:

AFFILIATE Liaison:

3. Training Objectives for Lab Competency

Normal Time to Complete:

Lab Safety Training – LINK

HIPPA CERTIFICATION -LINK

Collection Instructions

Lab Data Entry System

4. Banner must be maintained and visible to all patients. Patient must sign the consent form from the provider and lab services.

5. Evaluations of Contractors by AFFILIATE staff: _X_ Yes ___ No

6. All staffing services must be contracted at fair market value. AFFILIATES agrees to maintain total cost budgeted at or closer to \$ 25 for workload effort. The collection effort amount allocated must cover the PPE, staffing and other additional items needed at the testing site. Immunogenomics will provide specimen collection kits.

7. All invoices must be submitted to ap@immunogeno.com and approved by Twinkle Patel at Immunogenomics. Your invoices will be paid to account on file by wire transfer after approval:

Account on File is below:

Beneficiary Name Yassine Siraj

Routing # 267084131

Account # 974377657

Beneficiary Address 15319 Southern Martin st, Winter Garden, FL 34787

Lab Representative:

Signature _____

Name: _____

Title: Client Relations Manager

Date: _____

AFFILIATE Representative:

DocuSigned by:

Signature _____

Name: Yassine Siraj

Title: Director of operations

Date: 2/3/2022

LAB Initials _____

AFFILIATE INITIALS _____

EXHIBIT B

LOCATIONS:

Address 1: 2258 E Irlo bronson memorial hwy,
Address 2:
City, State, Zip Kissimmee, FL 34744
Primary Contact Person: 407-508-5857
Primary Contact Phone & Email: Yassine@associatesmental.com

Address 1: 740 W Main unit #8,
Address 2:
City, State, Zip Haines City FL 33844
Primary Contact Person: 407-508-5857
Primary Contact Phone & Email: Info@associatesmental.com

Address 1:
Address 2:
City, State, Zip
Primary Contact Person:
Primary Contact Phone & Email:

Address 1:
Address 2:
City, State, Zip
Primary Contact Person:
Primary Contact Phone & Email:

Address 1:
Address 2:
City, State, Zip
Primary Contact Person:
Primary Contact Phone & Email:

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Address 2:
City, State, Zip
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Primary Contact Phone & Email:

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Primary Contact Person:
Primary Contact Phone & Email: