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## **Standard Terms and Conditions**

### **1. Introduction**

- 1.1. LONDON LABORATORY SERVICES GROUP is a Joint Venture between the London Health Sciences Centre, a non-share capital corporation incorporated under the laws of the Province of Ontario, and St. Joseph's Health Care London, a non-share capital corporation incorporated under the laws of the Province of Ontario. (Hereafter referred to as "LLSG")
- 1.2. Listed below are the Standard Terms and Conditions which apply to the referral of all specimens for laboratory testing to LLSG unless otherwise stipulated in a separate Agreement.

### **2. Responsibility of LLSG**

- 2.1. LLSG will conduct analysis of specimens as and when referred;
- 2.2. LLSG will provide written reports of results of all analysis of specimens referred, LLSG will have no obligation to provide any interpretation of these results;
- 2.3. LLSG shall strictly protect the confidentiality of patient personal health information;
- 2.4. LLSG will deliver written reports;
- 2.5. LLSG will report all laboratory findings as required pursuant to all Applicable Laws, including, without limitation, the *Laboratory and Specimen Collection Centre Licensing Act*, R.R.O. 1990, and all regulations there under, as amended.
- 2.6. LLSG will obtain and maintain all licences, permits, certificates, approvals, registrations, rights and privileges required by all Applicable Laws;
- 2.7. LLSG will provide revisions to updated policies associated with, but not limited to, specimen storage, handling, and testing;

### **3. Responsibilities of the Referring Party**

- 3.1. Each specimen referred will be accompanied by documentation setting out the full name (first and last names), sex, health insurance number, date of birth, test(s) requested, the date and time of collection, the specimen source, all relevant clinical information, and the name of the individual (who must be one of the persons identified in Section 9 of the *Laboratory and Specimen Collection Centre Licensing Act*, R.R.O. 1990, Regulation 682, as amended) requesting the test(s), the name and address of the referring party;

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- 3.2. The referring party will provide kits for the collection of samples and provide transportation of the samples to LLSG;
- 3.3. The referring party will ensure that specimens referred to LLSG for analysis are from human subjects only, and that test requests are made in compliance with all Applicable Laws, including, without limitation, the *Laboratory and Specimen Collection Centre Licensing Act*, R.R.O. 1990 and Regulation 682 there under; and all regulations there under;
- 3.4. The referring party will ensure that it conducts its business in accordance with all Applicable Laws, including, without limitation, all privacy laws and shall obtain, as required by Applicable Law, consent to the disclosure of all personal health information;

#### **4. Billing**

- 4.1. LLSG will bill the referring party on a fee for service basis;
- 4.2. Payment for services rendered will be made by the referring party within 45 days of receipt of an invoice from LLSG. An invoice shall be deemed to have been received on the second Business Day following the deposit thereof in the mail;

#### **5. Liability**

- 5.1. LLSG will hold harmless and indemnify the referring party from all costs, losses, damages, judgments, claims, demands, suits, actions, causes of action, contracts, or other liabilities (each a "Claim") arising from any negligent act, error and/or omission by LLSG or any of its directors, officers, employees, agents or representatives or from a breach of this Agreement by LLSG, which results in bodily injury, personal injury, death, dismemberment, and/or property damage. LLSG's obligation to hold harmless and indemnify the referring party is contingent on the referring party giving LLSG prompt notice of any event giving rise to such a claim and giving LLSG the authority to conduct the defence of any action arising there from. the referring party will, at LLSG's request, assist LLSG in such defence;
- 5.2. The referring party will hold harmless and indemnify LLSG from all Claims to the extent arising from any negligent act, error or omission by the referring party or any of its directors, officers, employees, agents or representatives. The referring party's obligation to hold harmless and indemnify LLSG is contingent on LLSG giving the referring party prompt notice of any event giving rise to such a claim and giving the referring party the authority to conduct the defence of any action arising there from. LLSG will, at the referring party's request, assist the referring party in such defence;

#### **6. Governing Law**

- 6.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein including that governing privacy of personal information (Personal Information and Protection of Electronic Documents Act, PIPEDA) and personal health information (Health Information Protection Act, upon coming into force);

## **7. Attornment**

7.1. For the purposes of all legal proceedings all services will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. LLSG and the referring party each hereby attorns to the jurisdiction of the courts of the Province of Ontario.