



SPOTLIGHT™ AGREEMENT

This spotlight agreement ("SPOTLIGHT Agreement") by and between Saint Croix County Public Health ("Customer") and Oxford Immunotec, Inc. ("Oxford") is effective from date of execution by Oxford ("Effective Date"). The Customer and Oxford shall collectively be referred to herein as the "Parties". The Parties agree and acknowledge that this SPOTLIGHT Agreement shall be governed by the terms outlined herein, the Master Terms and Conditions of Service (as defined and available at <http://www.oxforddiagnosticlabs.com/products-and-services/master-terms-conditions-service/>) and those attached in any exhibits or attachments (collectively referred to as the "Agreement") and shall apply to T-SPOT.TB tests ("Test(s)") and any related services performed on behalf of Customer under this Agreement ("Oxford Services").

SPOTLIGHT EVENT PRICING

The Parties agree and acknowledge that Customer desires to have Oxford perform a SPOTLIGHT tuberculosis screening event on the date indicated below ("SPOTLIGHT Event") in accordance with the terms outlined herein. The Parties further agree and acknowledge that the Oxford Services provided to Customer under this Agreement include, but not limited to, the following SPOTLIGHT Event services: phlebotomy services and supplies, check-in staff, onsite program manager, pre- and post-event coordination and connectivity reporting.

T-SPOT®-TB Test Pricing:

The pricing for Tests is listed below ("Price per Test"). This pricing will be available for the SPOTLIGHT Event outlined herein. Oxford will only bill for Oxford Services that produce a reportable result (i.e., positive, negative or borderline).

Test Type	Price Per Test
T-SPOT®-TB	\$52.75

July 2017 SPOTLIGHT Event:

Oxford shall provide the SPOTLIGHT Event for a one (1) time event fee of \$1,760.00, on the date indicated below ("July Event Fee"), for a total number of tests outlined below ("July Total Tests"). The July Event Fee is based on up to 29 phlebotomy hours. The Parties agree and acknowledge that if Customer submits less than the Total Tests, Customer will be invoiced the total July Event Fee. The Price Per Test is not included in the July Event Fee and will be invoiced separately. Each specimen submitted by Customer to Oxford, over the agreed upon July Total Tests, will be billed at \$11.00 per test plus the Price Per Test.

July Total Tests	SPOTLIGHT Event Date
160	July 11, 2017*

**Customer agrees to confirm with Oxford at least one (1) weeks prior to the requested event date.*

General SPOTLIGHT terms:

Customer agrees to obtain valid informed consent from each individual on each event date for to the Services to be provided by Oxford hereunder and the risks associated therewith, including, but not limited to, phlebotomy, and the performance of the Test on specimens collected from such individuals. Customer shall indemnify, defend, and hold harmless Oxford and its affiliates, and their respective employees, officers, directors, and agents, from and against any claims, losses, damages or other amounts arising out of Customer's failure to obtain such valid informed consent.

Any additional SPOTLIGHT events requested by Customer shall be memorialized in writing by both Parties.

SHIPMENT OF SPECIMENS

Oxford has validated shipping containers that maintain the proper storage temperature requirements for Tests during transportation to applicable laboratory location(s) ("Shipping Containers"). Oxford shall provide any necessary Shipping Containers and Oxford materials (i.e. biohazard bags and collection tubes) to the Customer. Customer agrees to: (i) return any unused Shipping Containers and Oxford materials, (ii) allow Oxford to retrieve the unused Shipping Containers and Oxford materials, or (iii) be charged the value of any unused Shipping Containers and Oxford materials. Customer will not use the Shipping Containers or Oxford materials for specimens or any other item to any person, laboratory or entity other than Oxford. Oxford will direct the Shipping Containers to the Customer as set forth on the attached Exhibit A. Oxford will also provide Test requisition forms to Customer that Customer shall use for all orders of Services ("Requisition Form(s)").

BILLING

The Parties agree and acknowledge that Customer is a "Direct Bill Account" as outlined below. As a Direct Bill Account, the Customer purchases Services from Oxford and Oxford will bill only Customer for such Services. Direct Bill Accounts are invoiced for Services processed no later than thirty (30) days from each SPOTLIGHT Event. If Customer seeks reimbursement from a third party payer, Customer shall fully and accurately disclose the amounts paid by Customer for the Services and any applicable discounts to the extent required by applicable law. Customer further agrees to comply with all laws, rules and regulations applicable to Customer's reimbursement for Services from third party payers. For purposes of this Agreement, Oxford shall invoice Customer as set forth on the attached Exhibit A.

REPORTING OF RESULTS

All Services will be ordered by a physician, nurse practitioner or other licensed provider ("Provider(s)") authorized under applicable law. Customer shall provide the Provider name(s) and National Provider Identifier number(s) ("NPI #(s)") on the attached Exhibit A or alternatively on each submitted Requisition Form. Oxford will report Test results to the Provider or the Customer contact person identified on the Exhibit A and as otherwise required by law. Upon request to Oxford, results be accessed by Customer through Oxford's web-based portal ("Oxford Portal"), Use of the Oxford Portal is subject to additional terms and conditions in the form of Oxford's End User Agreements. Results will not be released until all required specimen information is provided by the Customer.

SIGNATURE

The Parties understand and agree that all Services are subject to and will only be rendered in accordance with this Agreement. The signatories to this Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective Parties to this Agreement.

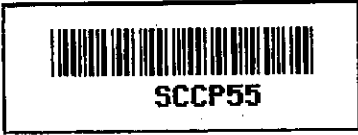
Customer (by its authorized representative)	Oxford Immunotec, Inc. (by its authorized representative)
Name and Title (Print)	Courney Buxton SALES SUPPORT ANALYST Name and Title (Print)
Fred Johnson, Director	Courney Buxton 07/05/17 Signature Date
Signature <i>[Signature]</i> Date 6/30/17	Signature <i>[Signature]</i> Date 07/05/17

The offer contained in this Agreement is void if this Agreement is not signed and returned to Oxford on or before 7/7/17.

Please fax this Agreement to: 1- 508-597-8086

**Exhibit A
Customer Information**

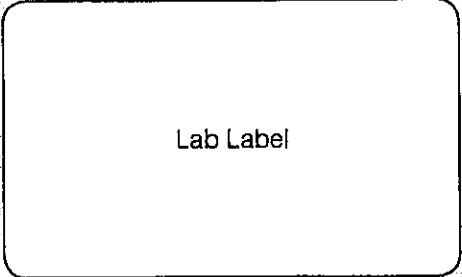
SHIPPING INFORMATION (required)	
Main Contact Name	Main Contact Phone #
Kathy Fredrickson	715-246-8376
Shipping Address	Main Contact Email
1752 Dorset Lane, New Richmond, WI 54017	Kathy.fredrickson@co.saint-croix.wi.us
REPORTING OF RESULTS (required)	
Main Results Contact Name	Main Results Contact Phone #
Kathy Fredrickson	715-246-8376
Main Results Contact Title	Main Results Contact Fax #
Public Health Nurse	715-246-8367
Request access to the Portal?	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No
	Main Results Contact Email
	Kathy.fredrickson@co.saint-croix.wi.us
Provider's Full Name (required if answer below is yes)	NPI # (required if answer below is yes)
Lisa Rainsay, MD	1073579934
Would you like the Provider added to the pre-printed Requisition Forms?	<input checked="" type="checkbox"/> Yes
	<input checked="" type="checkbox"/> No
BILLING INFORMATION (required)	
Accounts Payable Contact Name	Phone #
Beata Haug	715-246-8217
Billing Address	Email
1752 Dorset Lane, New Richmond, WI 54017	Beata.Haug@co.saint-croix.wi.us
SPECIMEN/REQUISITION INFORMATION (required)	
The following Customer information is required by Oxford to obtain missing or inaccurate information on submitted Requisition Forms.	
Name	Phone #
Kathy Fredrickson	715-246-8376
Email	Fax #
Kathy.fredrickson@co.saint-croix.wi.us	715-246-8367



Highlighted fields are required.

Customer (Client) #: SCCP55		SPECIMEN REQUIREMENTS	
SPECIMEN COLLECTION INFORMATION (please print legibly)		<p>1. Collect whole blood into sodium or lithium heparin tube(s).</p> <ul style="list-style-type: none"> • Adults and children ≥10 years of age: collect 6 mL • Children ≥2 to <10 years of age: collect 4 mL • Children <2 years of age: collect 2 mL <p><i>Note: For immunocompromised individuals, collect double the recommended blood volume.</i></p> <p>2. Blood collection tube(s) must be labeled with the following information:</p> <p>A) Patient Name B) Date & Time of Collection C) Date of Birth or Unique Patient Identifier</p> <p>3. Store specimens at room temperature. Do not refrigerate.</p> <p>4. Specimens must be shipped on the same day as collection.</p>	
Date Collected (MM/DD/YYYY):	# of Tubes:		
Time Collected (HH:MM):	Time Zone: <input type="checkbox"/> Eastern <input checked="" type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific		
<input type="checkbox"/> AM <input type="checkbox"/> PM			
<div style="border: 1px solid black; padding: 20px; width: fit-content; margin: 0 auto;"> Patient Label Here (optional) </div>			
PATIENT INFORMATION (please print legibly)		SCREENING INDICATION (check all that apply)	
Patient Last Name:		<input type="checkbox"/> Healthcare worker	
Patient First Name:		<input type="checkbox"/> Occupational (e.g., police, fire, medical sales)	
Date of Birth (MM/DD/YYYY):	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Increased TB risk (e.g., TNF-α, HIV, ESRD)	
Patient ID:		<input type="checkbox"/> Congregate facility (e.g., correctional, shelter)	
		<input type="checkbox"/> TB suspect <input type="checkbox"/> TB contact	
		<input type="checkbox"/> Immigration <input type="checkbox"/> Student <input type="checkbox"/> Other _____	
ORDERING PROVIDER (please print legibly)		CLINICAL INFORMATION (check all that apply)	
Provider Name (Last, First): Ramsay, Lisa (MD)		<input type="checkbox"/> BCG vaccinated	
NPI #: 1073579934		<input type="checkbox"/> Hx of positive TST	
Phone: N/A		<input type="checkbox"/> Foreign-born	
Results Reporting: Test results shall be reported to ordering provider or as directed in the Oxford Diagnostic Laboratories Customer Agreement.		<input type="checkbox"/> Immunosuppressive therapy	
		<input type="checkbox"/> Immunocompromised status	
CUSTOMER INFORMATION (please print legibly)			
Customer Name: St. Croix County Public Health - SPOTLIGHT			
Address: 1752 Dorset Lane		Phone: (715) 246-8376	
City: New Richmond	State: WI	Zip: 54017	Fax: (715) 246-8367

OXFORD DIAGNOSTIC
LABORATORIES USE ONLY.
DO NOT PHOTOCOPY.



Re: HIPAA Matters

Dear Sir or Madam:

Please allow this letter to respond to your recent request regarding a potential business associate agreement ("BAA") with Oxford Immunotec, Inc. dba Oxford Diagnostic Laboratories/Imugen ("Oxford").

As you may know, the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules promulgated thereunder ("HIPAA") requires a Covered Entity to enter into a BAA with another entity if such other entity is as a "Business Associate" of the Covered Entity. The HIPAA Privacy Rule lists the functions or activities, as well as particular services that make a person or entity a Business Associate of a Covered Entity. Business Associate functions and activities include claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, billing, benefit management, practice management, and repricing. 45 CFR 160.103. Business Associate services include legal, actuarial, accounting, consulting, data aggregation management, administrative, accreditation, and financial services. *Id.* Notably, as a provider of medical diagnostic testing services, Oxford is not acting on your entity's behalf with respect to any of the foregoing types of functions, activities, or services.

Rather, Oxford is subject to HIPAA directly as a Covered Entity in its medical diagnostic testing service operations. Helpfully, in a HIPAA guidance document available on the Department of Health and Human Services ("HHS") website, HHS expressly recognizes that disclosures by a Covered Entity to a laboratory for the treatment of an individual do not require a business associate agreement.¹

Please be assured that Oxford is committed to maintaining the privacy of protected health information received and generated by Oxford in connection with the diagnostic testing services it provides and complying fully with Oxford's obligations as a Covered Entity under HIPAA. Oxford has implemented and adheres to robust HIPAA privacy policies and procedures.

We trust that this letter fully resolves your request for a BAA with Oxford. If you have any further questions, please don't hesitate to contact Oxford's Privacy Officer, Elizabeth Keiley, at (508) 281-5388.

¹<http://www.hhs.gov/hipaa/for-professionals/privacy/guidance/business-associates/index.html>

V.2016