

LABORATORY SERVICES AGREEMENT
(Hospital)

THIS AGREEMENT (the “Agreement”) is effective as of the last date of signature below, (the “Effective Date”), is by and between **Unilab Corporation (dba Quest Diagnostics) and Specialty Laboratories, Inc. (dba Quest Diagnostics Nichols Institute of Valencia, Inc.)** ("Quest Diagnostics") and **County of San Mateo on behalf of San Mateo Medical Center** ("Client"). Quest Diagnostics and Client may be referred to individually as “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, Client is a hospital or health system in which the individuals whose specimens will be tested hereunder are in-patients or out-patients, as defined herein; and

WHEREAS, Quest Diagnostics is a laboratory services company which performs laboratory services based on orders from authorized health care providers across the United States; and

WHEREAS, Client desires to engage Quest Diagnostics as its laboratory services provider to perform certain laboratory services based on orders from authorized healthcare providers employed by Client and Quest Diagnostics desires, pursuant to the terms and conditions set forth herein, to provide such services; and

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Client and Quest Diagnostics agree as follows:

The above recitals are hereby incorporated into this Agreement.

1. SERVICES.

- 1.1 Quest Diagnostics will provide laboratory testing services and related ancillary services of the type set forth on **Attachment 1: Fees** (“Services”) to Client, including:
- i. The technical and professional component of anatomic and surgical pathology services.
 - ii. Clinical diagnostic laboratory testing, including analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology, histology, virology and cytology.
 - iii. Supplies. Quest Diagnostics will provide to Client certain specimen collection supplies as part of its fees for its Services hereunder to be used solely for the collection of specimens that are to be tested by Quest Diagnostics. Client shall ensure that patient specimens referred to Quest Diagnostics are obtained in an appropriate container and in adequate quantity, are properly processed, and are properly packaged for transport.
 - iv. Mutually agreed upon courier services to pick up specimens from the Client to be tested by Quest Diagnostics.
 - v. Test results reports back to the Client either in an electronic format, subject to the execution by the Parties of the applicable Quest Diagnostics’ connectivity agreement, or via fax.

- 1.2 Client agrees that:

- i. Chain-of- custody testing is excluded from this Agreement.
 - ii. All Services will be ordered by persons who are authorized under state and/or federal law to order laboratory tests.
 - iii. It will utilize an appropriate container for each specimen and provide adequate quantity, and ensure that specimens are properly processed, and are properly packaged for transport.
 - iv. Quest Diagnostics is not required to provide or arrange for laboratory testing services that are not listed on **Attachment 1: Fees**.
 - v. It shall not submit to Quest Diagnostics any Proficiency Testing (“PT”) samples, which Client receives for testing. If any PT samples are sent to Quest Diagnostics by Client, Quest Diagnostics will comply with the applicable Clinical Laboratory Improvement Amendments of 1988 as amended (“CLIA”) codified at 42 C.F.R. section 493.801(b)(4) related to receipt of such PT samples and shall be entitled to recover all costs and expenses that it incurs related to handling such incidents.
- 1.3 Services under this Agreement may be performed and billed by Quest Diagnostics or an entity that is now or may in the future be controlled by or under common control with Quest Diagnostics.

2. **COMPENSATION/BILLING.**

- 2.1 Quest Diagnostics shall bill Client and Client shall pay Quest Diagnostics for all Services at the fees set forth on **Attachment 1: Fees**, except under the circumstances referred to below in Section 2.1.1. In the event, Client orders a Service not listed on **Attachment 1: Fees**, Quest Diagnostics may, but shall not be required to, perform such testing and Quest Diagnostics may bill and Client shall pay Quest Diagnostics’ list price until the Parties mutually agree upon a negotiated fee for such testing.
- 2.1.1 Under certain circumstances, Client may request that Quest Diagnostics bill a third-party payor for Services. In the event Client makes such a request of Quest Diagnostics, Quest Diagnostics will consider such request and will notify Client of its acceptance. Any limitations or objections to the acceptance of third-party billing shall be addressed in the written notification. Should Quest Diagnostics agree to perform any third-party payor billing, the provisions of **Appendix A: Third Party Billing Terms** shall apply without further action of the Parties.
- 2.2 Client acknowledges that the pricing provided in this Agreement is based upon Quest Diagnostics’ understanding that the Client will send an anticipated volume of account billed testing so that Quest Diagnostics may factor economies of scale into its pricing. Client represents that it will on an annual basis utilize Quest Diagnostics for at least 95% of Client’s total reference Services which are directly billed to the Client. Client agrees that it will annually certify and provide written notice to Quest Diagnostics of satisfaction of this requirement, including by providing the calculation and supporting detail. For purposes of clarification, laboratory services which are billed to a third party under and not directly billed to the Client shall not be included in the amount of total laboratory services or the amount of services performed by Quest Diagnostics for purposes of determining compliance with this provision. In the event that Client is unable or unwilling to certify as to its satisfaction with this requirement, the rates set forth on **Attachment 1: Fees** shall automatically increase by three (3)%.
- 2.3 **Third-Party Billing.** For patients with insurance, Quest Diagnostics will bill the patients’ insurers directly, unless required by applicable law to bill Client directly. Client will indicate insurance ID in the “insurance ID” field on the test order requisition and provide all necessary information including, without limitation, complete and accurate (1) patient’s demographic information, (2) insurance/Medicaid/Medicare eligibility information, (3) diagnosis codes in the form of ICD codes, and (4) any other reasonably required billing information. To the extent permitted by law, and in the event, that complete and accurate billing information is not provided in a timely manner, or if Quest Diagnostics is otherwise not permitted by law to bill the insurers requested, Client agrees that it will be held directly responsible for payment.

- 2.4 Where payment is due from Client to Quest Diagnostics, Client agrees to make payment to Quest Diagnostics by check, ACH payment, certified money order, or electronic wire within sixty (60) days of the date of each Quest Diagnostics invoice for Services, after which any undisputed unpaid invoice amounts shall be overdue. Where available, client will be invoiced monthly via Quest Diagnostics eInvoice (Quest web-based invoicing system) or other similar electronic invoicing system. Paper invoices may incur additional fees. In the event that Quest Diagnostics sends the account for collection and/or initiates litigation in order to collect overdue amounts, Client shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorneys fees court costs and expenses.
- 2.5 All pricing contained herein and attached hereto as **Attachment 1: Fees**, shall be in effect for three (3) years from the Effective Date. Thereafter, Quest Diagnostics reserves the right to increase such pricing at any time, but no more frequently than annually, upon sixty (60) days' advance written notice to Client.
- 2.6 In the event of a suspected overpayment or underpayment, the Party asserting the error shall notify the other Party in writing and provide details sufficient to enable the other Party to verify the amount of the suspected overpayment or underpayment, as the case may be. If a review shows an overpayment or underpayment, and the Party who received the notice agrees with the identified overpayment or underpayment, then such Party shall reimburse the undisputed amount within sixty (60) days of receipt of such details. For any disputed amount, the Parties shall work cooperatively and in good faith to attempt to resolve payment issues on an informal basis within ninety (90) days of the first notification of a request for an adjustment as described above. If this is unsuccessful, then the Parties may seek any other legal remedies available to them. Notwithstanding anything to the contrary contained herein, neither Party shall have any obligation to refund any amounts if notice of the overpayment or underpayment is not received within one (1) year from the date of payment. In no event shall Client offset overpayments against, or deduct overpayments from, any other payments it owes to Quest Diagnostics unless Quest Diagnostics expressly permits Client to do so.
- 2.7 In the event that Client is part of an integrated delivery network or health system, the pricing under this Agreement shall apply to the Client's hospital locations/facilities only.
- 2.8 In no event shall total payment for services under this Agreement exceed write SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$7,750,000). Notwithstanding the foregoing, Client is solely responsible for monitoring and managing funding and shall not order more testing than funding allows.
3. **TERM.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2025, through October 31, 2030, or until terminated as set forth below.
4. **TERMINATION.**
- 4.1 **Termination Without Cause.** This Agreement may be terminated by either party or his/her designee at any time without a requirement of good cause upon ninety (90) days prior written notice.
- 4.2 **Termination With Cause.**
- i. **Material Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party by giving the breaching party ten (10) days written notice identifying the breach. If the breaching party fails to cure the breach within the ten (10) day cure period, the non-breaching party may terminate the Agreement immediately upon written notice to the breaching party.
- ii. **Material Change.** Either Party may, upon written notice to the other Party, immediately terminate this Agreement upon the occurrence of any of the following events: (i) the other Party makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against the other Party and is not dismissed within thirty (30) days from the date of filing; (iii) all or

substantially all of the property of the other Party is levied upon or sold in any judicial proceedings; (iv) the other Party is excluded from participating in any federally funded program; (v) a loss of licensure by the other Party that renders the other Party unable to perform its obligations under this Agreement; or (vi) if the Party determines in good faith that any portion of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.

- 4.3 **Disentanglement.** Quest Diagnostics shall cooperate with Client and Client's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Quest Diagnostics shall reasonably cooperate with Client's efforts to effectuate such transition and any adverse impact on the provision of services or the Client's activities; provided, however, that Client shall pay Quest Diagnostics on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Quest Diagnostics shall, at no charge to Client, deliver to Client or its designee, at Client's request, copies of, documentation and data related to Client, including, but not limited to, patient files, held by Quest Diagnostics, and after return of same, Quest Diagnostics shall destroy all copies thereof still in Quest Diagnostics' possession. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. Client and Quest Diagnostics shall mutually agree to the specific electronic format. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, Quest Diagnostics may retain copies of documents when necessary for purposes of compliance with Applicable Laws related to Quest Diagnostic's performance of any services or for post termination Services, and in accordance with Quest Diagnostic's retention policies: (i) for archival purposes; (ii) for purposes to defend its work product or performance; or (iii) as required by Applicable Laws or any regulatory agency. Quest Diagnostics shall secure such documents as required by Applicable Laws and pursuant to Quest Diagnostic's policies and procedures.

5. **SURVIVAL.**

Those sections, which by the nature of their terms are intended to survive termination, or that contemplate performance or observance after termination of this Agreement, will survive the termination or expiration of this Agreement, including without limitation the following sections: Indemnification, Insurance, Miscellaneous, Compliance with Law, Limitations of Liability, Terms of the Agreement, and Governing Law.

6. **TERMS OF THE AGREEMENT.** Except as required by and subject to Applicable Laws (including applicable freedom of information laws), the terms of this Agreement (including without limitation the pricing provisions) are confidential and may not be disclosed to third parties without the prior written consent of both Parties. The provisions of this paragraph shall survive termination or expiration of this Agreement.

7. **RECORDS.** Each Party agrees to maintain records for patients in such form and for such duration as may be required by Federal, State or local statutes or regulations, and to make available to the Department of Health and Human Services, the U.S. Comptroller General and their designees upon reasonable request and in a reasonable manner its books, documents, and records relating to its provision of services under this Agreement as may be required by applicable statutes and regulations. Quest Diagnostics acknowledges that these agencies and their designees have the right to audit, evaluate, or inspect Quest Diagnostics' (or its subcontractors' or transferees') books, contracts, medical records, patient care documentation, and other records, related to recipients of federal and state funds.

8. **INSURANCE.**

- 8.1 During the term of this Agreement, Quest Diagnostics will maintain, at its sole cost and expense, insurance against claims that may arise from or in connection with the Services provided with at least the following minimum limits of liability. Quest Diagnostics may provide the coverage required by this Agreement through self-insurance. Quest Diagnostics will include Client as an additional insured for general liability

and automobile liability by a blanket additional insured endorsement. Quest Diagnostics shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability, professional errors and omissions, and cyber liability insurance as shall protect Quest Diagnostics and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage, damages caused by Quest Diagnostics' professional work and services, and damages for data loss and/or data theft which may arise from Quest Diagnostics' operations under this Agreement, whether such operations be by Quest Diagnostics, any subcontractor of Quest Diagnostics, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence, shall not be limited, reduced, or otherwise affected by any limitations of liability in this Agreement and shall not be less than the amounts specified below:

Coverage Type	Minimum Limits of Liability
General Liability	\$2,000,000 per occurrence \$4,000,000 general aggregate
Business Automobile Liability	\$3,000,000 combined single limit per accident
Worker's Compensation	Statutory - In accordance with the laws of the country, state, or province, or territory exercising jurisdiction over employees
Employer's Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$5,000,000 each claim \$5,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$5,000,000 each claim

8.2 Client will maintain, at its sole cost and expense, the following insurance coverages.

Coverage Type	Minimum Limits of Liability
General Liability	\$1,000,000 per occurrence \$3,000,000 general aggregate
Business Automobile Liability	\$1,000,000 combined single limit
Worker's Compensation	Statutory - In accordance with the laws of the country, state, or province, or territory exercising jurisdiction over employees
Employer's Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$1,000,000 each claim \$3,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$1,000,000 each claim

8.3 Each Party will continue the coverage (or purchase "tail coverage") which will extend the reporting period for incidents arising out of or related to this Agreement for at least three (3) years beyond the termination of this Agreement. Upon request, each party will provide the other party with a current and valid Certificate of insurance evidencing its coverage required by this Agreement and annually thereafter. Cancellation notification is in accordance with policy provisions.

9. **COMPLIANCE WITH LAWS.** Each of the Parties represents and warrants to the other Party that it will comply with all applicable Federal and state, laws, rules or regulations, and statutes related to its performance or obligations under this Agreement (collectively within the Agreement as "Applicable Laws"), including, but not

limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the “Stark Law”), similar state physician self-referral laws and regulations (together with the Stark Law, the “Self-Referral Laws”), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the “Federal Anti-kickback Law”) and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the “Anti-kickback Laws”) and the Health Insurance Portability and Accountability Act (“HIPAA”). This paragraph will survive the termination of this Agreement for purposes of any obligations that service termination.

10. **INDEMNIFICATION.** Each party will indemnify, defend and hold the other party, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation, reasonable attorneys’ fees and costs) based upon or arising, directly or indirectly, from their respective negligent or willful acts or omissions, and the negligent or willful acts or omissions of their affiliates and their respective officers, directors, employees, and agents.
11. **LEGISLATIVE / REGULATORY CHANGES.** In the event federal or state legislative and/or regulatory changes impact the Services, either Party may seek to amend this Agreement to fully comply with any legislative or regulatory changes.

12. **MISCELLANEOUS.**

12.1 **Independent Contractor.** The parties agree that each is an independent contractor engaged in the operation of its own business.

12.2 **Notices.** All notices under this Agreement shall be delivered in accordance with this provision. Notice will be deemed properly delivered, as of the date received by the non-noticing party, if given as follows:

- Notice to Quest Diagnostics shall be via email to: CommercialContracting@QuestDiagnostics.com
- Notice to Client shall be via traceable delivery method addressed as follows:

San Mateo Medical Center
222 W 39th Avenue San Mateo, CA 94403
Attn: Contracting
Email: smmc_contracting@smcgov.org

12.3 **Governing Law.** This Agreement shall be governed by the law of the state of California, without regard to its conflict of laws provisions. In the event of any litigation between the parties arising out of this Agreement the parties agree to waive the right to request a jury trial.

12.4 **Excluded Provider.** Each party represents and warrants that it has not been convicted of a crime related to healthcare or is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid). If the foregoing representation changes during the term of this Agreement, the affected party shall provide prompt written notice to the other party.

12.5 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof, supersedes all prior agreements or understandings and may only be modified in a writing signed by both Parties. Notwithstanding the foregoing, if the Client is a member of a group purchasing organization (“GPO”) with which Quest Diagnostics is under contract and the Client has complied with all requirements under that GPO agreement to access the rates set forth and that GPO approved, the terms of the GPO Agreement shall supersede any provisions of this Agreement. No modification of this Agreement will have any force or effect unless such modification specifically indicates it is a modification of this Agreement, is in writing and signed by authorized representatives of both Parties.

- 12.6 **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the Parties shall endeavor in good faith to negotiate legal, valid and enforceable substitute provisions that fulfill as closely as possible the original intents and purposes of the Agreement. The remaining portions of the Agreement not declared illegal, invalid, or unenforceable shall remain in full force and effect only if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved for each Party.
- 12.7 **Assignment.** Except in the event of a merger, consolidation, acquisition, or other transfer or change in ownership or control of the Party, or as otherwise set forth in this Section, neither Party may transfer or assign this Agreement nor any rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Quest Diagnostics may refer work to an affiliated testing facility or to subcontracted providers without prior written consent. This Agreement is intended to inure only to the benefit of Quest Diagnostics and Client.
- 12.8 **Trademarks.** Neither party shall use the trademark, tradename, nor service mark of the other party for any purpose without the prior written consent of the other party, however, Client authorizes the use of its name and/or logo in furtherance of administering Services pursuant to this Agreement.
13. **LIMITATION OF LIABILITY.** In no event shall either party or its respective officers, directors, employees, agents or affiliates be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and shall survive termination of this Agreement. The parties agree that Quest Diagnostics' liability arising from or related to the provision of Services hereunder shall be limited to the actual amounts paid to Quest Diagnostics pursuant to this Agreement in the twelve (12) months preceding the applicable claim.
14. **FORCE MAJEURE.** No Party to this Agreement shall be liable for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of the Party who had the duty to perform and that renders performance impossible or impracticable, including but not limited to: acts of God; acts of government; natural disasters such as floods, earthquakes and severe weather events such as hurricanes; international or national hostilities, including acts of war (declared or undeclared), insurrection, terrorism, mass casualty events or other intentional violent actions; public health emergencies, including pandemic; fire; power failure; cyberattack or ransomware attack; strike; lockout; riot; civil unrest, inevitable accident, inability to procure labor or materials; or any other event, like or unlike those listed above (collectively, "Force Majeure Event") not within reasonable control of the Party, but only to the extent prevented by the Force Majeure Event. No such failure or delay shall excuse in any way the obligation of Client to make all payments to Quest Diagnostics provided for by this Agreement.
15. **SIGNATURE AUTHORITY.** The individuals signing this Agreement represent that they have the authority to sign this Agreement on behalf of the respective Parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by having their authorized representatives sign below.

**Unilab Corporation (dba Quest Diagnostics) and
Specialty Laboratories, Inc. (dba Quest Diagnostics
Nichols Institute of Valencia, Inc.)**

By: 
Mark Machulcz (Oct 7, 2025 17:27:58 PDT)

Print Name: Mark Machulcz

Title: Regional President - West Region

Date: Oct 7, 2025

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San
Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

APPENDIX A

THIRD PARTY BILLING TERMS

Appendix A shall only apply if conditions outlined in the Compensation/Billing Section have been met.

1. For purposes of this Agreement, including this Appendix A, each of the following is a “third party payor”:
 - 1.1 Medicare, Medicaid and commercial payors. For each test order submitted by Client for Services to be performed by Quest Diagnostics, Client shall be responsible for informing Quest Diagnostics as to the status of the patient as an inpatient, outpatient or non-patient (“inpatient, outpatient and non-patient” have the definition as set forth in the applicable Medicare regulations) on each requisition. Client agrees to have a sufficient process in place to identify Medicare patients who fall under Medicare’s “72-Hour” rule, and to notify Quest Diagnostics of these patients so as to not cause Quest Diagnostics to bill the Medicare program for work referred to Quest Diagnostics by Client. Client agrees to hold Quest Diagnostics harmless in the event of any action related to any claims submitted by Quest Diagnostics to third party payor.
2. Quest Diagnostics shall only bill a third-party payor in the following situations:
 - 2.1 **For Clinical Laboratory Services:**
 - i. **Medicare** - Non-patients Only
 - ii. **Medicaid** - Outpatients and Non-patients (only where permitted or required by state law e.g. Direct Medicaid Bill states.)
 - iii. **Commercial Payer** - Outpatients and Non-patients Only
 - 2.2 **For Anatomic Pathology Technical Component Services:**
 - i. **Medicare** - Non-patients Only
 - ii. **Medicaid** – Inpatients, Outpatients and Non-patients - only where permitted or required by state law
 - iii. **Commercial Payer** - Inpatients, Outpatients and Non-patients - (except set forth in Section 3 below)
 - 2.3 **For Anatomic Pathology Professional Component Services:**
 - i. **Medicare** - Inpatients, Outpatients and Non-patients
 - ii. **Medicaid** – Inpatients, Outpatients and Non-patients
 - iii. **Commercial Payer** - Inpatients, Outpatients and Non-patients
 - 2.4 In all other situations not noted in this Appendix A, Quest Diagnostics must bill the Client directly for clinical laboratory and anatomic pathology services.
3. Client will not request that Quest Diagnostics bill directly any third-party payor for services that Client is responsible for billing or is otherwise paid as part of its arrangement with the third-party payor, e.g., hospital capitated or bundled rate arrangements that include the technical component of anatomic pathology. If the Client submits a test order to Quest Diagnostics for the technical component only of an anatomic pathology service each such referral shall constitute a representation that Client does not receive any remuneration from such payor for the technical component.
4. Quest Diagnostics will not bill third party payors for testing it does not perform under the Agreement (for example tests that are referenced to another laboratory, including without limitation a Quest Diagnostics center of excellence not specifically included as a provider under the Agreement). Charges for such testing shall be direct client billed only.

ATTACHMENT 1
FEES

In the event Quest Diagnostics bills Client, Client shall be billed in accordance with the pricing terms and conditions of Vizient GPO Agreement.

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Quest Diagnostics recognizes and is fully dedicated to advancing San Mateo Medical Center's (SMMC) commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Quest Diagnostics will comply with all Federal, State or other governmental health care program requirements.

Quest Diagnostics, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal health care cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Quest Diagnostics has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Quest Diagnostics understands that non-compliance with Federal and State health care program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Quest Diagnostics is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Quest Diagnostics will not offer, give, or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Quest Diagnostics will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Quest Diagnostics will not engage in any financial, business, or other activity which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Quest Diagnostics will cooperate fully and honestly in the event that SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,
CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

Quest Diagnostics, in executing this Agreement, certifies that an authorized representative has received this Code of Conduct, understands it, has authority to commit Quest Diagnostics to this Code of Conduct, and has committed Quest Diagnostics to comply with this Code of Conduct.