

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND QUEST
DIAGNOSTICS NICHOLS INSTITUTE AND UNILAB CORPORATION DBA QUEST
DIAGNOSTICS**

This Agreement is entered into this ____ day of _____, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Quest Diagnostics Nichols Institute and Unilab Corporation dba Quest Diagnostics, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of diagnostic laboratory testing services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit B1 – Third Party Billing Terms
- Attachment 1 – Fee Schedule
- Exhibit C—Performance Metrics
- Exhibit E—Corporate Compliance SMMC Code of Conduct

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County's San Mateo Medical Center in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. If County determines that the quantity or quality of the work performed is unacceptable, County will promptly notify Contractor of the specific performance issue and reserves the right to withhold payment with regard to the unsatisfactory work performed. In no event shall County's total fiscal obligation under this Agreement exceed FIVE MILLION DOLLARS (\$5,000,000). Notwithstanding the foregoing, County is solely responsible for monitoring and managing funding and shall not order more testing than funding supports. County agrees that Contractor shall be entitled to payment by County for all County ordered Laboratory Testing which is provided under this Agreement upon approval of the County Board of Supervisors of an amendment to

the not to exceed amount and County shall diligently and timely seek such an amendment in the event it orders more testing than has previously been funded.

Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Director of Laboratory or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2020, through October 31, 2025.

5. Termination

This Agreement may be terminated by Contractor or by County or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

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.

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.

6. Contract Materials

All final documents and data delivered within the documents created for County by Contractor shall be the property of County. All such documents and data created by Contractor, and such documents received by Contractor to perform the services, shall also be the property of Contractor, and retained by Contractor in accordance with applicable legal requirements as well as Contractor's records retention policies

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Each party will indemnify, defend and hold the other party, its current and future 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.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, Contractor may refer work to an affiliated testing facility or to subcontracted providers without prior written consent. In addition, County acknowledges that certain testing may be performed and billed directly to County by Contractor or an entity controlled by or under common control with Contractor. This Agreement is intended to inure only to the benefit of Contractor and County.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Should any of the required policies be cancelled prior to the effective date thereof, notice will be provided in accordance with policy provisions.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for

workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor 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 which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, 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 and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be included as additional insured on any such policies of insurance, under blanket endorsement where required by contract, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

The parties agree that, pursuant to Section 70713 of Title 22 of the California Code of Regulations ("Title 22"), San Mateo Medical Center (SMMC) retains all professional and administrative responsibility for services rendered under this Agreement to the extent that such services are subject to Title 22 and are rendered by a "qualified professional person" as used in Section 70713, and the parties further agree in

that instance that this Agreement is otherwise subject to any applicable requirements of Title 22. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance. Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws") as they may be amended from time to time.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission,

the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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, but for a minimum period of three years, and to make available to the Department of Health and Human Services, the U.S. Comptroller General, County 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.

(a) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Notwithstanding the foregoing, if the County is a member of a GPO with which Contractor is under contract and the Facility 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 or amendment of this Agreement will have any force or effect unless such modification specifically indicates it is a modification or amendment of this Agreement, is in writing and signed by authorized representatives of both parties. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Disentanglement

Contractor shall cooperate with County and County'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. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature (except for termination by Contractor due to non-payment by County) or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for

overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo Medical Center
Attn: Chief Operations Officer
Address: 222 W 39th Ave
San Mateo, CA 94403

In the case of Contractor, to:

Name/Title: Quest Diagnostics Nichols Institute
Address: 1201 S. Collegeville Road, Collegeville, PA 19426
Email: commercialcontracting@questdiagnostics.com

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Hospital and Clinics Credentialing Program

Contractor and Contractor representatives visiting or entering the San Mateo Medical Center (SMMC) main campus or any of its satellite clinics are required to register with SMMC's Vendor Credentialing Program prior to conducting business onsite. It is important that each Contractor representative registers individually in order to maintain the confidentiality of their personal credentials and to ensure ongoing access to our facilities. More information regarding SMMC's updated credentialing and on-site visit requirements can be found on SMMC's profile page through <https://login.ghx.com>.

22. 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). Each party shall notify the other party within 5 days after it receives notice that the notifying party is an Excluded Provider. The party receiving the notice shall have the right to terminate the Agreement immediately upon receiving notice.

23. 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.

24. Except for indemnification obligations for third party claims, 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. In the event of any dispute under this Agreement, and except for indemnity obligations for third party claims, the maximum liability of each party shall not exceed \$1,000,000.

25. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under the 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, terrorist acts, fire, strike, inevitable accident, war, or any other event, like or unlike those listed above (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event. In the event that there is a shortage of supplies required for performing the Laboratory Services, suppliers increase costs of reagents or other supplies, or a license or other fee is required to be paid in connection with performing the services, Contractor may increase the fees set forth in Attachment 1. Any such increase in fees must be agreed upon in a written amendment to this Agreement, which parties shall negotiate in a timely manner and in good faith. If the parties are unable to arrive at an agreeable amendment to this Agreement within thirty (30) days of notification of the need for an increase in rates, Contractor shall have the option of terminating this Agreement upon providing thirty (30) days' notice to County.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: QUEST DIAGNOSTICS NICHOLS INSTITUTE AND UNILAB CORPORATION DBA QUEST DIAGNOSTICS

DocuSigned by: <i>Patrick Plewman</i>	4/9/2021 10:13 AM PDT	Patrick Plewman
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

To Agreement Between the County of San Mateo and Quest Diagnostics Nichols Institute and Unilab Corporation dba Quest Diagnostics

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following laboratory testing services and related ancillary services of the type set forth on Attachment 1 ("Laboratory Services") to County, including:

1. Clinical diagnostic laboratory testing, including analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology, histology, virology and cytology referred by the San Mateo Medical Center (SMMC).
2. The technical and professional component of anatomic and surgical pathology services.
3. Courier services to pick up specimens from SMMC daily, Monday through Saturday, and holidays, as requested by SMMC.
4. Report test results in compliance with Quest Diagnostics' published "Turnaround Time". Expected turnaround times are available in our online test directory <https://testdirectory.questdiagnostics.com/test/home>. Quest Diagnostics' published turnaround times are measured from time of accessioning in our laboratories to time of final result report and are based on test setup days and times.
5. Telephone, electronically transmitted or FAX results to SMMC as soon as they become available for:
 - A. Tests which fall above and below established clinical "critical values"; and
 - B. "Phone report requests" for which SMMC has requested verbal results.
6. Preserve specimens under appropriate conditions for at least one (1) week after the performance of the test(s) requested.
7. Perform repeat analyses at the request of the physician or the SMMC laboratory at no additional charge to SMMC.
8. Certain specimen collection supplies subject to their use solely by SMMC for the collection, submission, and preservation of specimens for testing by Contractor at no additional charge to SMMC.
9. A quarterly review of the tests ordered manually on Quanam eLabs. This report is available for SMMC to access electronically via Quanam eLabs. Contractor may send specimens outside of the Contractor's laboratory network to laboratories with which Contractor has contracted and who have the necessary Clinical Laboratory Improvement Amendment, Medicare, Medi-Cal etc. licensures. The price of such send out tests shall not exceed the vendor test code plus a \$25.00 handling fee. Only Contractor can bill County for the tests they chose to send outside of the Contractor's laboratory network.

Services under this Agreement may be performed and billed by Contractor or an entity controlled by or under common control with Contractor.

SMMC agrees that:

1. Chain-of-custody testing is excluded from this Agreement.
2. 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.

3. Contractor is not required to provide or arrange for laboratory testing services that are not listed on Attachment 1.

4. It shall not submit to Contractor any Proficiency Testing ("PT") samples, which Hospital receives for testing. If any PT samples are sent to Contractor by SMMC, Contractor 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.

Exhibit B

To Agreement Between the County of San Mateo and Quest Diagnostics Nichols Institute and Unilab Corporation dba Quest Diagnostics

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Contractor shall bill County and County shall pay Contractor for all Laboratory Services at the fees set forth on Attachment 1 or, to the extent County orders a Laboratory Service not listed on Attachment 1, Contractor may, but shall not be required to perform such testing and Contractor may bill and County shall pay in accordance with Group Purchasing Organization Vizient Fee Schedule until the parties mutually agree upon a negotiated fee for such testing.
The pricing provided in this Agreement is based upon Contractor's understanding that the County will send an anticipated volume of account billed testing so that Contractor may factor economies of scale into its pricing. County represents that it will on an annual basis utilize Contractor for at least 80% of County's total reference Laboratory Services which are directly billed to the County. County agrees that it will annually certify and provide written notice to Contractor of satisfaction of this requirement, including by providing the calculation and supporting detail. Laboratory Services which are billed under Appendix B1 shall not be included in the amount of total laboratory services or the amount of services performed by Contractor for purposes of determining compliance with this provision. In the event that County is unable or unwilling to certify as to its satisfaction with this requirement, the rates set forth on Attachment 1 shall automatically increase by 3%.
2. Under certain circumstances, County may request that Contractor bill a third-party payor for Laboratory Services. In the event County makes such a request of Contractor, Contractor will consider such request and will notify County of its acceptance. Any limitations or objections to the acceptance of third-party billing shall be addressed in the written notification. Should Contractor agree to perform any third-party payor billing, the provisions of Appendix B1 shall apply without further action of the parties.
3. Except as may otherwise be provided in this Agreement, where payment is due from County to Contractor, County agrees to make payment to Contractor by check, ACH payment, certified money order, or electronic wire within thirty (30) days of the date of each Contractor's invoice for Services, after which any undisputed unpaid invoice amounts shall be overdue. Where available, County will be invoiced monthly via Contractor's eInvoice (Quest web-based invoicing system) or other similar electronic invoicing system. Paper invoices may incur additional fees. In the event that Contractor sends the account for collection and/or initiates litigation in order to collect overdue amounts, County shall be liable for interest on amounts outstanding at the lower of the rate of 1.25% per month or the maximum amount permissible under law.
4. All pricing contained herein and attached hereto as Attachment 1, shall be in effect for one (1) year from the Effective Date. Thereafter, Contractor reserves the right to increase such pricing at any time, but no more frequently than annually, upon thirty (30) days' advance written notice to County.
5. 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 County offset overpayments against, or deduct overpayments from, any other payments it owes to Contractor unless Contractor expressly permits County to do so.

6. In the event that SMMC is part of an integrated delivery network or health system, the pricing under this Agreement shall apply to SMMC only and not to any hospitals or other entities acquired by such network or system after the Effective Date.

EXHIBIT B1

(Third Party Billing Terms)

Exhibit B1 shall only apply if conditions outlined in Exhibit B Section 4 have been met.

- A. For purposes of this Agreement, including this Exhibit B1, each of the following is a “third party payor”:

Medicare, Medicaid and commercial payors. For each test order submitted by County for Laboratory Services to be performed by Contractor, County shall be responsible for informing Contractor 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. County agrees to have a sufficient process in place to identify Medicare patients who fall under Medicare’s “72-Hour” rule, and to notify Contractor of these patients so as to not cause Contractor to bill the Medicare program for work referred to Contractor by County. County agrees to hold Contractor harmless in the event of any action related to any claims submitted by Contractor to third party payor if due solely to the fault of County.

- B. County shall be required to submit correct, complete and timely billing information. County agrees to provide complete and accurate billing information to accompany the test order. Such information includes, without limitation, complete and accurate (1) patient demographic information, (2) insurance/Medicaid eligibility information, (3) diagnosis codes in the form of the most current version of ICD codes, and (4) any other required billing information. In the event that complete and accurate billing information is NOT timely provided, or if Contractor is otherwise not permitted by law to bill the payor requested, the County agrees that it shall be held directly responsible for payment.

- C. Contractor shall only bill a third-party payor in the following situations:

For Clinical Laboratory Services:

Medicare- Non-patients Only

Medicaid-Outpatients and Non-patients (only where permitted or required by state law e.g. Direct Medicaid Bill states.)

Commercial Payer- Outpatients and Non-patients Only

For Anatomic Pathology Technical Component Services:

Medicare- Non-patients Only;

Medicaid – Inpatients, Outpatients and Non-patients - only where permitted or required by state law

Commercial Payer-Inpatients, Outpatients and Non-patients - (except set forth in D below)

For Anatomic Pathology Professional Component Services:

Medicare- Inpatients, Outpatients and Non-patients

Medicaid –Inpatients, Outpatients and Non-patients


Commercial Payer-Inpatients, Outpatients and Non-patients

In all other situations not noted in this Exhibit B1, Contractor must bill the County directly for clinical laboratory and anatomic pathology services.

- D. County will not request that Contractor bill directly any third-party payor for services that County 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 County submits a test order to Contractor for the technical component only of an anatomic pathology service each such referral shall constitute a representation that County does not receive any remuneration from such payor for the technical component.

- E. Contractor 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 Contractor center of excellence not specifically included as a provider under the Agreement). Charges for such testing shall be direct client billed only.

				Attachment 1
			Fee Schedule on 12 month Utilization	
			THE INFORMATION PROVIDED IS CONFIDENTIAL AND ONLY FOR THE INTENDED CLIENT	
Test Code	BU	TSO	Test Description	Proposed Fee
0011362	NSC	TSO	ALRGN-PEA GREEN	\$32.22
0011505	NSC	TSO	PINTO BEAN IGE	\$33.94
0011519	NSC	TSO	SUMMER SQUASH IGE	\$33.94
0012081	NSC	TSO	ALRGN-BLACK BEAN	\$39.51
0012599	NSC	TSO	LOXAPINE, SERUM/PLASMA	\$127.00
0012779	NSC	TSO	MVISTA(R) HISTOPLASMA AG	\$96.25
0036352	NSC	TSO	SOY COMP NGLY M 6	\$81.00
0037939	NSC	TSO	(GIP) PCR, FECES	\$789.80
0092590	NSC	TSO	CBG	\$85.00
0000021	NSC		TRANSPORTATION FEE	\$12.30
0000295	NSC		THYROID PEROXIDASE ABS	\$12.00
0000308	NSC		5-HIAA, 24 HR URINE	\$20.31
0000316	NSC		CORTISOL, FREE, URINE	\$21.25
0000317	NSC		AMINO ACID, LC/MS, URINE	\$277.83
0000324	NSC		VMA, 24 HR URINE	\$30.08
0000336	NSC		ALDOSTERONE 24 HR URINE	\$52.62
0000380	NSC		CATECHOLAMINES, 24 HR UR	\$44.39
0000404	NSC		THYROGLOBULIN ABS	\$9.00
0000406	NSC		THYROGLOBULIN PANEL	\$20.00
0000409	NSC		CA 125	\$12.00
0000418	NSC		DHEA,UNCONJUGATD,LC/MS/MS	\$17.33
0000454	NSC		ACE, SERUM	\$21.69
0000475	NSC		CA 19-9	\$14.15
0000495	NSC		ALDOLASE, SERUM	\$8.50
0000532	NSC		DHEA SULFATE	\$20.00
0000575	NSC		PROINSULIN	\$90.46
0000584	NSC		CATECHOLAMINES, PLASMA	\$47.55
0000656	NSC		INHIBIN A	\$40.00
0000691	NSC		MULTIPLE SCLEROSIS PANEL	\$56.19
0000724	NSC		GBM AB	\$35.00
0000740	NSC		B2 MICROGLOBULIN, SERUM	\$23.00
0000743	NSC		KAPPA/LAMBDA LIGHT CHAIN	\$13.95
0000759	NSC		ADRENAL AB	\$27.14
0000790	NSC		OLIGOCLONAL BANDS, IGG	\$28.69
0000800	NSC		LIPOPROTEIN (A)	\$25.00
0000833	NSC		DNA (DS) ANTIBODY	\$10.00
0000983	NSC		CA 27.29	\$28.43

0000989	NSC		CARNITINE, LC/MS/MS	\$112.09
0001035	NSC		ENTAMOEBIA HIST. IGG, ELIS	\$27.39
0002073	NSC		CYSTICERCUS ANTIBODY	\$55.30
0003053	NSC		ALPHA-GLOBIN COMMONMUTAT	\$150.00
0003057	NSC		EBV DNA, QN PCR	\$252.00
0003086	NSC		IGG 4	\$27.52
0003106	NSC		ASO AB	\$10.51
0003117	NSC		COCCIDIOIDES AB,CF,SERUM	\$25.84
0003123	NSC		COCCIDIOIDES AB,ID	\$18.00
0003222	NSC		SM/RNP ANTIBODY	\$9.00
0003405	NSC		FACTOR VII ACTIVITY, CLOT	\$76.29
0003438	NSC		BARTONELLASPECIESAB W/RFL	\$60.01
0003584	NSC		METANEPHRINES, 24HR URINE	\$26.00
0003587	NSC		METANEPHRINES,RANDM URINE	\$26.00
0003592	NSC		LKM-1 ANTIBODY (IGG)	\$34.17
0003600	NSC		FACTOR VIII ACTIVITY,CLOT	\$48.51
0003601	NSC		FACTOR XI ACTIVITY, CLOTT	\$136.82
0003637	NSC		B HENSELAE IGG,M W/RFL	\$29.50
0003677	NSC		ENDOMYSIAL AB SCR W/REFL	\$35.97
0003678	NSC		BETA2-GLYCOPROTEIN I IGG	\$30.00
0003681	NSC		FACTOR IX ACTIVITY, CLOTT	\$76.29
0003746	NSC		FECAL FAT, QUALITATIVE	\$16.10
0003747	NSC		C-TELOPEPTIDE (CTX)	\$52.00
0003749	NSC		BETA2-GLYCOPROTEIN I IGM	\$30.00
0003790	NSC		VWF: RISTOCETIN CO-FACTOR	\$73.02
0003813	NSC		BETA2-GLYCOPROTEIN I IGA	\$30.00
0003921	NSC		PROTEIN ELECTRO, S	\$20.00
0003952	NSC		IMMUNOFIXATION, SERUM	\$35.00
0003977	NSC		ANTITHROMBIN III/AG RFLX	\$15.00
0004058	NSC		PHOSPHATE, RANDU W/CREAT	\$10.51
0004069	NSC		ALDOSTERONE	\$45.00
0004102	NSC		DIRECT LDL	\$8.96
0004169	NSC		BK VIRUS DNA, QN PCR	\$234.40
0004224	NSC		PORPHYRINS, TOTAL, PLASMA	\$78.00
0004412	NSC		FOLATE, RBC	\$8.65
0004582	NSC		T3, FREE	\$17.71
0004612	NSC		GLUCOSE, SYNOVIAL FLUID	\$6.90
0004635	NSC		BETA-HYDROXYBUTYRATE	\$30.52
0004683	NSC		ABL T315I MUTATION,CELL	\$500.00
0004704	NSC		RNA POLYMERASE III AB	\$59.00
0004866	NSC		PTH, RELATED PROTEIN	\$30.00
0004919	NSC		VWF AG	\$83.32
0004942	NSC		SCL-70 ANTIBODY	\$15.20
0004966	NSC		C. TRACHOMATIS AG, DFA	\$17.74
0005010	NSC		CHROMOSOMES, BLOOD	\$295.00
0005032	NSC		PINE NUT (RF 253) IGE	\$5.78
0005044	NSC		MACADAMIA NUT (RF345) IGE	\$5.78
0005490	NSC		EGG MIX (F245) IGE	\$5.78

0005700	NSC		OYSTER (F290) IGE	\$5.78
0005715	NSC		ONION (F48) IGE	\$5.78
0005728	NSC		LENTILS (F235) IGE	\$5.78
0005774	NSC		PISTACHIO (F203) IGE	\$5.78
0005790	NSC		GRAPE (F259) IGE	\$5.78
0005795	NSC		MUSTARD (F89) IGE	\$5.78
0005798	NSC		CLAM (F207) IGE	\$5.78
0005802	NSC		CANDIDA ALBICANS (M5) IGE	\$5.78
0005803	NSC		GARLIC (F47) IGE	\$5.78
0005809	NSC		MELONS (F87) IGE	\$5.78
0005824	NSC		EUCALYPTUS (T18) IGE	\$5.78
0005832	NSC		ALMOND (F20) IGE	\$5.78
0005838	NSC		COCONUT (F36) IGE	\$5.78
0005839	NSC		HAZELNUT (F17) IGE	\$5.78
0005841	NSC		SESAME SEED (F10) IGE	\$5.78
0005842	NSC		WHITE BEAN (F15) IGE	\$5.78
0005848	NSC		CHICK PEA (RF309) IGE	\$5.78
0005858	NSC		PHOMA BETAE (M13) IGE	\$5.78
0005865	NSC		BANANA (F92) IGE	\$5.78
0005868	NSC		PECAN NUT (F201) IGE	\$5.78
0005872	NSC		CASHEW NUT (F202) IGE	\$5.78
0005908	NSC		CAT DANDER (E1) IGE	\$5.78
0005911	NSC		DOG DANDER (E5) IGE	\$5.78
0005913	NSC		D. PTERONYSSINUS (D1) IGE	\$5.78
0005914	NSC		D. FARINAE (D2) IGE	\$5.78
0005916	NSC		P. NOTATUM (M1) IGE	\$5.78
0005918	NSC		A. FUMIGATUS (M3) IGE	\$5.78
0005923	NSC		TIMOTHY GRASS (G6) IGE	\$5.78
0005925	NSC		JOHNSON GRASS (G10) IGE	\$5.78
0005928	NSC		COMMON RAGWEED (W1) IGE	\$5.78
0005935	NSC		LAMBS QUARTERS (W10) IGE	\$5.78
0005936	NSC		ENGLISH PLANTAIN (W9) IGE	\$5.78
0005937	NSC		BIRCH (T3) IGE	\$5.78
0005938	NSC		MOUNTAIN CEDAR (T6) IGE	\$5.78
0005939	NSC		OLIVE TREE (T9) IGE	\$5.78
0005943	NSC		MAPLE (BOX ELDER)(T1) IGE	\$5.78
0005944	NSC		COTTONWOOD (T14) IGE	\$5.78
0005951	NSC		WHEAT (F4) IGE	\$5.78
0005953	NSC		OAT (F7) IGE	\$5.78
0005955	NSC		RICE (F9) IGE	\$5.78
0005957	NSC		SOYBEAN (F14) IGE	\$5.78
0005958	NSC		APPLE (F49) IGE	\$5.78
0005959	NSC		ORANGE (F33) IGE	\$5.78
0005961	NSC		CARROT (F31) IGE	\$5.78
0005962	NSC		POTATO (F35) IGE	\$5.78
0005963	NSC		TOMATO (F25) IGE	\$5.78
0005966	NSC		BEEF (F27) IGE	\$5.78
0005987	NSC		CHICKEN MEAT (F83) IGE	\$5.78

0005990	NSC		CRAB (F23) IGE	\$5.78
0005991	NSC		SHRIMP (F24) IGE	\$5.78
0005992	NSC		TUNA (F40) IGE	\$5.78
0005996	NSC		RUSSIAN THISTLE (W11) IGE	\$5.78
0005999	NSC		WALNUT (F256) IGE	\$5.78
0006059	NSC		FISH,CML/ALL,BCR/ABL TRAN	\$360.00
0006304	NSC		CA 15-3	\$17.34
0006528	NSC		SICKLE CELL SCREEN	\$7.68
0006546	NSC		CCP ANTIBODY (IGG)	\$24.00
0006561	NSC		CYSTIC FIBROSIS SCREEN	\$105.00
0006595	NSC		HEMOGLOBINOPATHY EVAL	\$20.32
0006670	NSC		FISH, HER-2/NEU	\$298.64
0006813	NSC		TISSUE TG AB, IGA	\$34.00
0006894	NSC		PSA,FREE AND TOTAL	\$15.00
0007079	NSC		LUPUS ANTICOAG EVAL W/RFL	\$25.33
0007083	NSC		IMMUNOGLOBULINS(G,A,M), S	\$22.92
0007352	NSC		CARDIOLIPIN AB (IGG,A,M)	\$45.00
0007832	NSC		SJOGREN'S ABS (SSA,SSB)	\$21.00
0007924	NSC		LYMPHOCYTE SUBSET PANEL 4	\$50.00
0009010	NSC		PROTEIN, TOTAL/ELECT,RND	\$21.00
0009015	NSC		PROTEIN, TOT/ELEC,IFE,U	\$46.00
0009200	NSC		BETA2-GLYCOPROT I(G,A,M)	\$90.00
0009267	NSC		ALLERGY-SHELLFISH PANEL	\$23.12
0009426	NSC		ANTIPHOSPHOLIPID AB PANEL	\$185.00
0009764	NSC		BETA2-GLYCOPROT I (IGG,M)	\$156.00
0010529	NSC		HBV RESISTANCE, GENOTYPE	\$155.00
0010600	NSC		CMV DNA, QN PCR	\$125.25
0010601	NSC		CMV DNA,QL PCR	\$80.00
0012864	NSC		ETHYLENE GLYCOL, BLOOD	\$24.92
0012974	NSC		BENZODIAZEPINE, CONFIRM,U	\$96.45
0013075	NSC		AMPHETAMINE BY GC/MS, UR	\$26.71
0013213	NSC		OXYCODONE AND METABOLITE	\$67.00
0013275	NSC		RISPERIDONE	\$40.00
0013290	NSC		VZV QN PCR	\$275.00
0013299	NSC		PARVOVIRUS B19 DNA,QN PCR	\$170.00
0013302	NSC		BENZODIAZEPINES, SERUM	\$71.00
0013313	NSC		URORISK DIAGNOSTIC PROFIL	\$93.00
0013360	NSC		STONE ANALYSIS	\$25.00
0014653	NSC		SUSC,AEROBIC BAC, MIC	\$39.37
0014673	NSC		BAC ID AND SUSC, AEROBIC	\$4.67
0015319	NSC		COPPER, RANDOM URINE	\$19.90
0015981	NSC		CELIAC DISEASECOMP,INFANT	\$152.39
0016029	NSC		ABL MUTATION,CELL-BASED	\$400.00
0016088	NSC		CENTROMERE B ANTIBODY	\$17.00
0016122	NSC		PROLACTIN,TOTAL,MONOMERIC	\$105.00
0016180	NSC		FACTOR VII R353Q	\$299.00
0016213	NSC		**DM BUP, QN, URINE	\$35.00
0016262	NSC		LACOSAMIDE, LC/MS/MS	\$85.00

0016283	NSC		FUNGITELL(R) (1-3)	\$137.00
0016298	NSC		**DM OPI EXPANDED QN U	\$35.00
0016322	NSC		OSTEOCALCIN, N-MID	\$52.84
0016553	NSC		BK VIRUS DNA, QUAL, PCR,U	\$125.00
0016581	NSC		BK VIRUS DNA,QN PCR,URINE	\$234.40
0016609	NSC		PROCOLLAGEN I PROPEPTIDE	\$135.00
0016786	NSC		S.PNEUMONIAE AGS,U	\$75.00
0016796	NSC		CALPROTECTIN, STOOL	\$140.00
0016814	NSC		ANA,IFA W/RFL TITER/CASCD	\$7.00
0016846	NSC		PRA,LC/MS/MS	\$24.32
0016864	NSC		FISH-B-CELL CLL PNL	\$595.00
0016900	NSC		**DM FENTANYL,QN,U	\$35.00
0016918	NSC		**DM ME METAB QN U	\$85.00
0017180	NSC		17-HYDROXYPROGESTERONE	\$30.00
0017182	NSC		ANDROSTENEDIONE, LS/MS/MS	\$26.93
0017183	NSC		PROGESTERONE, LC/MS/MS	\$18.50
0017223	NSC		LEU & LYM 22 MARKERS	\$400.00
0017225	NSC		LEU & LYM 24 MARKERS	\$910.80
0017658	NSC		LD, SYNOVIAL FLUID	\$6.50
0017733	NSC		T4, TOTAL	\$7.06
0017875	NSC		LEPTOSPIRA DNA, QL	\$325.00
0017900	NSC		FACTOR V (LEIDEN)MUTATION	\$90.00
0017909	NSC		PROTHROMBIN (FACTOR II)	\$125.00
0018944	NSC		TESTOSTERONE, FREE	\$50.00
0018950	NSC		JAK2 V617F MUTATION, QUAN	\$299.98
0019502	NSC		HSV 1/2 DNA, QN PCR	\$325.00
0019548	NSC		METANEPHRINES,FREE,PLASMA	\$72.75
0019774	NSC		HLA-B*5701 TYPING	\$180.00
0019799	NSC		FISH,MDS/MYELOID PNL	\$950.00
0019872	NSC		ANTIPHOSPHOLIPID SYNDROME	\$160.33
0019887	NSC		RNP ANTIBODY	\$13.67
0022060	NSC		LAMOTRIGINE	\$19.47
0023864	NSC		SUNFLOWER SEED (K84) IGE	\$10.07
0029498	NSC		ALK. PHOSPHATASE,BONE	\$61.00
0029851	NSC		SEROTONIN, SERUM	\$34.25
0030289	NSC		ESTRADIOL,EXTRACTION	\$17.25
0030292	NSC		HEPARIN, ANTI-XA	\$141.75
0030551	NSC		TSI	\$45.00
0031789	NSC		HOMOCYSTEINE, SERUM	\$32.00
0034127	NSC		M. PNEUMONIAE ABS,IGG,IGM	\$25.56
0034168	NSC		FILARIA AB (IGG4)	\$58.00
0034173	NSC		CYSTICERCUS ANTIBODY	\$55.30
0034257	NSC		HSV 1,2 DNA, PCR	\$90.00
0034279	NSC		CYSTICERCUS IGG AB, WB	\$55.30
0034286	NSC		PNEUMOCYSTIS JIROVECII	\$54.00
0034309	NSC		STRONGYLOIDES AB IGG	\$46.75
0034458	NSC		IGF BINDING PROTEIN-3	\$80.51
0034475	NSC		LEGIONELLA PNEUMO AG, DFA	\$40.00

0034821	NSC		LEUK&LYMP EVAL, 27 MARKR	\$1,024.65
0035167	NSC		T4, FREE DIRECT DIALYSIS	\$21.80
0035299	NSC		QUETIAPINE, SERUM/PLASMA	\$73.00
0036126	NSC		RPR (DIAGNOSIS) W/RFL	\$5.51
0036175	NSC		HTLV-I/II AB W/RFL CONF	\$27.00
0036178	NSC		INSULIN AUTOANTIBODY	\$99.50
0036333	NSC		CARDIOLIPIN AB (IGG,IGM)	\$36.52
0036336	NSC		CELIAC DISEASE PNL W/GLI	\$41.64
0036564	NSC		MUMPS VIRUS AB (IGG, IGM)	\$56.17
0036592	NSC		PORPHYRINS,FRACT,RAND UR	\$28.70
0036733	NSC		ANCA VASCULITIDES	\$38.94
0036741	NSC		ISLET CELL AB SCR W/TITER	\$52.75
0036742	NSC		ESTROGENS, FRACTIONATED	\$206.75
0037053	NSC		HU AB W/RFL TITER, WB	\$44.02
0037093	NSC		GM-1 AB (IGG, IGM), EIA	\$65.94
0037227	NSC		AMH, FEMALE	\$102.00
0037358	NSC		CRYOGLOBULIN SCREEN/RFLX	\$13.21
0037523	NSC		NEUTROPHIL FUNCT,OXIDATIV	\$112.00
0037740	NSC		COPEPTIN	\$59.62
0037852	NSC		ZONISAMIDE	\$99.00
0038506	NSC		Q FEVER IGG PHASE I TITER	\$29.25
0038508	NSC		Q FEVER IGG PHASE II TITE	\$29.25
0038510	NSC		Q FEVER IGM PHASE I TITER	\$33.80
0038945	NSC		ADENOVIRUS AG, EIA	\$89.00
0039226	NSC		21-HYDROXYLASE AB	\$107.00
0039245	NSC		PLA2R AB, ELISA	\$255.51
0039507	NSC		YEAST IDENTIFICATION	\$34.03
0070172	NSC		MUMPS VIRUS RNA	\$135.00
0090138	NSC		HU,YO,RI AB W/RFL TITR,WB	\$132.06
0090665	NSC		FISH,MPN (EOSINOPHILIA)	\$1,280.00
0090849	NSC		HSV 1/2 AB IGM W/RFL	\$27.72
0090963	NSC		T3, REVERSE, LCMSMS	\$55.13
0091065	NSC		BCR-ABL1,QN PCR	\$99.00
0091212	NSC		HISTOPLASMA ANTIGEN	\$72.00
0091307	NSC		ECHINOCOCCUS IGG W/RFL WB	\$70.77
0092447	NSC		HCV RNA NS5A GENOTYPE	\$623.90
0092472	NSC		JAK2 V617F CASCADING REFL	\$1,435.00
0092688	NSC		LIVER FIBROSIS, FIBROTEST	\$150.00
0093256	NSC		DENGUE FEVER (IGG,M)	\$152.50
0093325	NSC		HCV GENO 3 NS5A	\$623.90
0093871	NSC		HCV RNA W/RFL NS5A	\$130.68
0093875	NSC		PLA2R	\$433.80
0094096	NSC		VORICONAZOLE, LC/MS/MS	\$144.00
0094148	NSC		PNH W/FLAER (HS)	\$350.00
0094154	NSC		TMAO	\$50.00
0094286	NSC		OPIATES CLINICAL SCREEN/C	\$65.23
0094588	NSC		CYSTATIN C WITH GLOMERULA	\$108.00
0094810	NSC		HIV-1 RESISTANCE & CORECE	\$1,540.00

10124V2	NSC		HS-CRP	\$45.00
10306V2	NSC		HEPATITIS PNL W/RFL,ACUTE	\$25.75
10662V1	NSC		MYCOPHENOLIC ACID	\$40.00
10662V2	NSC		MYCOPHENOLIC ACID	\$40.00
11011V1	NSC		FLAXSEED (F333) IGE	\$10.07
11188L	NSC		PROBNP, N-TERMINAL	\$129.00
11196V1	NSC		CRYPTOCOCCAL AG SCR W/RFL	\$20.00
11348V2	NSC		HCV RNA RFLX TO GENOTYPE	\$278.46
11360F	NSC		YEAST SUSC CUSTOM MIC 4	\$324.48
11673F	NSC		LEGIONELLA AG, EIA, URINE	\$31.68
13275V1	NSC		RISPERIDONE	\$40.00
13313V1	NSC		URORISK DIAGNOSTIC PROF	\$93.00
13360V1	NSC		STONE ANALYSIS WITH IMAGE	\$25.00
13676CS	NSC		N-TELOPEPTIDE SERUM	\$124.00
13713L	NSC		BACTERIAL ID, ANAEROBIC	\$4.67
14801V1	NSC		BILE ACIDS, TOTAL	\$11.43
14801V2	NSC		BILE ACIDS, TOTAL	\$11.43
14950V1	NSC		ASPERGILLUS AG,EIA,SERUM	\$52.65
15043V1	NSC		ACTIN ANTIBODY (IGG)	\$16.70
15142V1	NSC		LEVETIRACETAM	\$32.62
15142V2	NSC		LEVETIRACETAM	\$32.62
16262V1	NSC		LACOSAMIDE, LC/MS/MS	\$85.00
16265V1	NSC		PROCALCITONIN	\$200.00
16293V1	NSC		IGF-I, LC/MS	\$57.21
16379V2	NSC		CHROMOGRANIN A, ECL	\$90.00
16558V1	NSC		VITAMIN D(1,25OHD),LCMSMS	\$36.24
16558V2	NSC		VITA D(1,25OHD),LCMSMS	\$36.24
16694V1	NSC		HBV DNA,QN PCR W/RFL	\$83.00
16814-2	NSC		ANA, TITER & PATTERN	\$8.84
16814-3	NSC		DNA (DS) ANTIBODY	\$10.00
16814-4	NSC		SM ANTIBODY	\$9.00
16814-5	NSC		SM/RNP ANTIBODY	\$9.00
16814-6	NSC		CHROMATIN (NUCLEOSOMAL) A	\$27.50
16814-7	NSC		RNP ANTIBODY	\$13.67
16814-8	NSC		SJOGREN'S ANTIBODY (SS-A)	\$10.50
16814-9	NSC		SJOGREN'S ANTIBODY (SS-B)	\$10.50
16814V1	NSC		ANA,IFA W/RFL TITER/CASCD	\$7.00
1769V1	NSC		CLOZAPINE	\$20.00
1769V2	NSC		CLOZAPINE	\$20.00
18041V2	NSC		SMA CARRIER SCREEN	\$630.00
18865V1	NSC		LEFLUNOMIDE METABOLITE	\$140.00
18944V1	NSC		TESTOSTERONE, FREE	\$50.00
19946V1	NSC		ANA MUTLIPLX W/RFL TO 11	\$14.47
206V1	NSC		ACETYLCHOLINE REC BINDING	\$38.00
211V1	NSC		ACTH, PLASMA	\$30.00
213V1	NSC		IMMUNOFIXATION, URINE	\$25.00
216V1	NSC		ANTITHROMBIN III ACTIVITY	\$15.00
22060V1	NSC		LAMOTRIGINE	\$19.47

231V1	NSC		ALK. PHOSPHATASE ISO 2	\$13.24
235L	NSC		ALPHA-1-ANTITRYPSIN	\$12.66
249-2	NSC		ANA TITER & PATTERN	\$8.84
249L	NSC		ANA,IFA W/RFL TITR,PATTRN	\$7.00
255V1	NSC		DNA (DS) ANTIBODY	\$10.00
259-2	NSC		MITOCHONDRIAL AB TITER	\$18.20
259V1	NSC		MITOCHONDRIAL AB	\$11.45
266V1	NSC		STRIATED MUSCLE AB	\$27.14
2802V1	NSC		COW'S MILK (F2) IGE	\$5.78
2803V1	NSC		CODFISH (F3) IGE	\$5.78
2813L	NSC		PEANUT (F13) IGE	\$5.78
306L	NSC		CALCIUM, IONIZED, SERUM	\$10.00
30740V1	NSC		SHBG	\$23.85
30740V3	NSC		SHBG	\$23.85
30965V2	NSC		TOPIRAMATE	\$37.25
311V1	NSC		CAROTENE	\$17.74
326V1	NSC		CERULOPLASMIN	\$14.12
326V2	NSC		CERULOPLASMIN	\$14.12
3438-2	NSC		B. HENSELAE IGG TITER	\$37.00
34471V1	NSC		HIV-1 PCR/REFLEX GENOTYPE	\$95.00
34484V1	NSC		TRYPTASE	\$26.50
34519V1	NSC		LORAZEPAM	\$56.00
34878V1	NSC		GAD-65 ANTIBODY	\$70.00
34879V1	NSC		METHYLMALONIC ACID	\$30.00
34949V1	NSC		HIV-1 GENOTYPE	\$250.00
35079V1	NSC		HEREDITARY HEMOCHROMATOS	\$125.00
35079V2	NSC		HEREDITARY HEMOCHROM,NY	\$393.00
351V1	NSC		C3, SERUM	\$10.50
353V1	NSC		C4, SERUM	\$10.50
3557L	NSC		GABAPENTIN	\$64.21
35645V1	NSC		HCV RNA, PCR, QUANT	\$88.00
3586-2	NSC		HEXAGONAL PHASE CONFIRM	\$37.59
3586-4	NSC		DRVVT CONFIRM	\$15.00
3586-5	NSC		DRVVT 1:1 MIX	\$30.00
3586-6	NSC		THROMBIN CLOTTING TIME	\$37.18
36336-4	NSC		ENDOMYSIAL AB SCREEN (IGA	\$35.97
36336-5	NSC		ENDOMYSIAL ANTIBODY TITER	\$88.00
36336-6	NSC		TTG, IGG	\$68.00
36336-7	NSC		GLIADIN(DEAMIDATED)AB,IGG	\$40.00
363V2	NSC		COPPER	\$15.76
363V3	NSC		COPPER	\$15.76
3647-2	NSC		IMMUNOFIXATION, SERUM	\$35.00
3647R	NSC		PROELCTRO/TPROT W/RFX	\$20.00
36585V4	NSC		VITAMIN K	\$114.44
36637V1	NSC		OXCARBAZEPINE METABOLITE	\$37.00
36712V1	NSC		SIROLIMUS	\$35.00
36712V3	NSC		SIROLIMUS	\$35.00
3679V1	NSC		TOXOPLASMA AB IGG	\$15.00

37071V1	NSC		Q FEVER AB IGG,IGM W/RFL	\$49.04
37207V1	NSC		TOXOPLASMA AB IGM	\$21.14
37227V1	NSC		AMH, FEMALE	\$102.00
372L	NSC		C-PEPTIDE	\$12.75
37811V1	NSC		HCV RNA GENOTYPE, LIPA	\$130.68
3950V1	NSC		PARASITE ID, WORM	\$44.02
403V2	NSC		CMV AB (IGG)	\$15.36
4128V1	NSC		VDRL, CSF	\$12.00
414V1	NSC		HEPARIN-INDUCED PLATELET	\$37.00
423V1	NSC		AMITRIPTYLINE	\$45.19
427L	NSC		ERYTHROPOIETIN	\$15.50
439V1	NSC		ESTROGENS, TOTAL, SERUM	\$40.55
4439V1	NSC		VZV AB IGG	\$24.20
478L	NSC		GASTRIN	\$20.52
4847V1	NSC		PREALBUMIN	\$13.50
4847V2	NSC		PREALBUMIN	\$13.50
498-2	NSC		HBV SURFACE AG CONFIRM	\$11.42
498V1	NSC		HBV SURFACE AG W/RFL	\$6.25
500L	NSC		G-6-PD, QN	\$21.10
501V1	NSC		HEP B CORE AB,TOTAL	\$15.76
502V1	NSC		HAPTOGLOBIN	\$13.00
502V2	NSC		HAPTOGLOBIN	\$13.00
5042V2	NSC		VITAMIN B1,BLOOD LC/MS/MS	\$29.25
5042V3	NSC		VITAMIN B1,BLOOD LC/MS/	\$29.25
508V1	NSC		HEPATITIS A AB, TOTAL	\$15.12
521V1	NSC		GROWTH HORMONE	\$21.10
5244V1	NSC		CATECHOLAMINES, RANDOM UR	\$44.39
528V1	NSC		HLA-B27 ANTIGEN	\$23.88
539L	NSC		IGA, SERUM	\$7.64
542V1	NSC		IMMUNOGLOBULIN E	\$18.21
543L	NSC		IGG, SERUM	\$7.64
545L	NSC		IGM, SERUM	\$7.64
555V1	NSC		HEPATITIS BE ANTIGEN	\$11.75
556V1	NSC		HEPATITIS BE ANTIBODY	\$11.75
564V2	NSC		HALOPERIDOL	\$30.00
564V3	NSC		HALOPERIDOL	\$30.00
568V1	NSC		INTRINSIC FACTOR BLOCK AB	\$26.40
599V1	NSC		LEAD, BLOOD	\$8.00
599V2	NSC		LEAD, BLOOD	\$8.00
618V1	NSC		COMPLEMENT, TOTAL (CH50)	\$10.00
6421V2	NSC		EBV ANTIBODY PANEL	\$27.75
6447V1	NSC		HSV 1/2 IGG, HERPESELECT	\$18.00
661V2	NSC		MYOGLOBIN, URINE	\$41.96
661V3	NSC		MYOGLOBIN, URINE	\$41.96
6646V1	NSC		LYME DISEASE AB, W/REFLEX	\$24.74
690V1	NSC		C. TRACHOMATIS CULTURE	\$31.96
70007V1	NSC		TACRILIMUS, LC/MS/MS	\$40.92
70007V2	NSC		TACRILIMUS, LC/MS/MS	\$40.92

70073V1	NSC		OLANZAPINE	\$74.00
717V1	NSC		PHOSPHOLIPIDS	\$16.62
7448V1	NSC		SM AND SM/RNP ANTIBODIES	\$18.00
7507V1	NSC		HEAVY METALS PNL, RANDOM	\$61.78
7507V3	NSC		HEAVY METALS PNL,RANDOM	\$61.78
7942-2	NSC		PROTEIN C ANTIGEN	\$84.52
7942-4	NSC		PROTEIN S ANTIGEN	\$12.82
7942V1	NSC		PROTEIN C&S ACTIV W/RFL	\$65.00
8340V1	NSC		FRUCTOSAMINE	\$18.09
8369V1	NSC		HBV VIRUS DNA, QUANT, PCR	\$83.00
8475V3	NSC		HB S AB, QUANT	\$43.16
8503V2	NSC		CMV AB (IGM)	\$18.62
859V1	NSC		T3, TOTAL	\$22.22
8624V1	NSC		MUMPS VIRUS AB (IGG)	\$11.70
8658V1	NSC		ALPHA SUBUNIT	\$86.74
8812V1	NSC		CYCLOSPORINE A,TROUGH,B	\$37.95
8889V1	NSC		GLIADIN(DEAMID)AB,IGG,IGA	\$80.00
891V2	NSC		TRANSFERRIN	\$11.00
891V3	NSC		TRANSFERRIN	\$11.00
8946V1	NSC		PARVOVIRUS B19 AB IGG,IGM	\$33.74
90138-2	NSC		HU AB, WESTERN BLOT SERUM	\$50.00
90138-5	NSC		YO AB, WB, SERUM	\$50.00
90138-8	NSC		RI AB,WESTERN BLOT, SERUM	\$50.00
90353V1	NSC		VITAMIN B1,LCMSMS	\$30.93
90801V1	NSC		TVAGINALIS RNA,QL TMA,MEN	\$71.75
90830V1	NSC		AEROBIC MIC 1	\$39.37
90926V1	NSC		HIV1 RNA,QN PCR W/RFL INT	\$95.00
91065-2	NSC		P190 BCR-ABL1	\$87.50
91065-3	NSC		P210 BCR-ABL1	\$87.50
91307-2	NSC		ECHINOCOCCUS AB IGG, WB	\$155.00
91431V2	NSC		HIV-1/2 AG/AB W/REFLEXES	\$60.00
91445V1	NSC		T-CELL CLONALITY PNL	\$748.80
91475V2	NSC		SURESWAB,M GENITALIUM,PCR	\$112.00
91691V1	NSC		HIV1 RNA,PCR W/RFL GENTYP	\$95.00
91735V1	NSC		CARDIO IQ(TM) VIT D 25H	\$25.00
92145V1	NSC		ADV LIPID PNL	\$169.75
921V1	NSC		VITAMIN A (RETINOL)	\$49.75
921V2	NSC		VITAMIN A (RETINOL)	\$49.75
926V1	NSC		VITAMIN B6, PLASMA	\$68.10
929V2	NSC		VITAMIN C	\$41.85
929V3	NSC		VITAMIN C	\$41.85
931V2	NSC		VITAMIN E (TOCOPHERO	\$43.16
94092V1	NSC		ITRACONAZOLE, LC/MS/MS	\$60.00
94092V2	NSC		ITRACONAZOLE, LC/MS/MS	\$60.00
945V1	NSC		ZINC	\$14.20
945V2	NSC		ZINC	\$14.20
94643V1	NSC		T CRUZI AB, IGG	\$50.00
94958V1	NSC		ENCEPH AB EVAL W/RFL,CSF	\$2,857.83

Exhibit C

Performance Metrics

County will measure Contractor performance of the services in accordance with the procedures set forth by the performance indicators below. Contractor acknowledges that the performance indicators are a reasonable minimum standard by which to measure Contractor performance of the services.

Laboratory reference testing results shall be returned to County for analysis in accordance with Quest Diagnostics published turnaround times 100% of the time.

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor 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.

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

Contractor, 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.

Contractor 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.

Contractor 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.

Contractor 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.

Contractor 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). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor 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.

Contractor 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***

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