

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
QUEST DIAGNOSTICS NICHOLS INSTITUTE, hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of retained for the purpose of processing laboratory specimens for San Mateo Medical Center.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment 1 — Fee Schedule

Exhibit E – Corporate Compliance SMMC Code of Conduct (Third Parties)

Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibits “B” and Attachment 1 Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B" and Attachment 1. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$2,700,000).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2012 through October 31, 2015.

This Agreement may be terminated by Contractor, the Health System Chief or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

#### **6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor resulting from the performance of any work required of contractor under this agreement, or (B) damage to any property of any kind whatsoever and to whomsoever belonging resulting from the performance of any work required of contractor under this agreement, or (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

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

#### **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement except in accordance with the provisions of Exhibit A., item 8. In addition, on occasion Contractor may utilize the services of a contracted courier firm if non-routine specimen transportation is requested (eg. STAT pickups that fall outside of existing logistics).

## **9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Notwithstanding anything to the contrary contained herein, Contractor may utilize self-insurance for all or any portion of the minimum limits of insurance required to be carried. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered to County in accordance with the policy provisions.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (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 named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

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-and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law 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"), the facility retains all professional and administrative responsibility for services rendered under this Agreement and 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.

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its

employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14 Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. Notwithstanding the foregoing, if SMMC is a member of a GPO with which Contractor is under contract and SMMC 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 concerning the same subject matter.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. 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.

**16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

San Mateo Medical Center  
222 W. 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Attn: Director of Laboratory Services

**In the case of Contractor, to:**

Quest Diagnostics Nichols Institute  
33608 Ortega Highway  
San Juan Capistrano, CA 92675  
Attn: Managing Director

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

QUEST DIAGNOSTICS NICHOLS INSTITUTE

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/20/2012

Long Form Agreement/Business Associate  
SMMC rev. 1/25/11



## Exhibit "A"

In consideration of the payments set forth in Exhibits "B" and Attachment 1, Contractor shall provide the following services:

1. Process laboratory specimens referred by the San Mateo Medical Center (SMMC) and conduct non-routine tests which cannot be performed at SMMC.
2. Provide specimen pickup daily, Monday through Saturday, and holidays, as requested by SMMC.
3. Report test results in compliance with the "Turnaround Time" schedule specified in Attachment 1.
4. Telephone 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.
5. Preserve specimens under appropriate conditions for at least one (1) week after the performance of the test(s) requested.
6. Perform repeat analyses at the request of the physician or the SMMC laboratory at no additional charge to SMMC.
7. Provide all supplies necessary for the collection, submission, and preservation of specimens for testing at no additional charge to SMMC.
8. A quarterly review of the tests ordered manually on the Quest Care 360. This report will be sent electronically to the SMMC Laboratory Director. Quest may send specimens outside of the Quest laboratory network to laboratories with which Quest has contracted and who have the necessary Clinical Laboratory Improvement Amendments, 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.

## Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A" and Attachment 1, County shall pay Contractor as follows:

1. The rate of payment per test shall be as specified in Attachment 1 to this Agreement, which is incorporated herein by reference.
2. Should SMMC request and Contractor agree to provide, tests other than those listed in Attachment 1, such additional tests will be billed by Contractor at or below the County's Group Purchasing Organization MedAssets' price(s) for such tests.
3. Contractor shall submit invoices to County on the 1<sup>st</sup> and 15<sup>th</sup> of each month for services rendered in the prior period. County agrees to remit payment within thirty (30) days of receipt of invoice; however, the parties agree that late payment shall not be considered a material breach of this Agreement.

**Quest Diagnostics Nichols Institute - San Juan Capistrano, CA**  
**Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012**

Seq#	Category	Test Description	NTC	SJC	Test Code	SJC	Test Description	SJC	Screen	12 Month Test Volume	12 Month Adjusted Test Volume	Current Fee (A4-2011)	Current Extension Amerinet (A4- 2011)	Proposed Special Fee	Proposed Fee	Proposed Fee Ext	SJC	TSO Flag	Place of Service	Current SJC TAT	Current SJC CPT Code(s)
1	Reference	17-Hydroxyprogesterone	17180		17180		17-Hydroxyprogesterone, LC/MS/MS			10	10	30.00	300.00		30.00					Reports in 3 days	83498
2	Reference	ACE Serum	683		454		Angiotensin Converting Enzyme (ACE)			49	49	21.69	1,062.81		21.69					Reports in 3 days	82764
3	Reference	Acetylcholine Receptor Binding	206		206		Acetylcholine Receptor Binding Antibody			22	22	38.00	836.00		38.00					Reports in 3 days	83519
4	Reference	ACTH Plasma	211		211		ACTH Plasma			14	14	30.00	420.00		30.00					Reports in 3 to 4 days	82024
5	Reference	Adiponectin	15043		15043		Adiponectin			43	43	16.70	718.10		16.70					Reports in 3 to 4 days	83516
6	Reference	Adiponectin	227		435		Adiponectin			53	53	8.50	450.50		8.50					Reports in 3 days	82045
7	Reference	Adiponectin	17181		426		Adiponectin, LC/MS/MS			31	31	45.00	1,395.00		45.00					Reports in 3 to 4 days	82045
8	Reference	Alk. Phosphatase Iso 2	231X		487		Alkaline Phosphatase Isozymes			22	22	13.24	291.28		13.24					Reports in 3 to 4 days	82045
9	Reference	Alpha-1-Antitrypsin	235		235		Alpha-1-Antitrypsin			11	11	12.66	138.26		12.66					Reports in 1 day	83501
10	Reference	Alpha-Globulin	11175		3063		Alpha-Globulin Common Mutation Analysis			2	2	300.00	600.00		300.00					Reports in 6 days	83501
11	Reference	Ankercin	236		236		Ankercin			3	3	26.96	80.88		26.96					Reports in 1 to 2 days	83501
12	Reference	ANA, Tier & Pattern	2492		2492		ANA, Tier & Pattern			822	822	8.84	7,266.48		8.84					Max TAT = 4 days depending on repeat status	86039
13	Reference	ANCA Vasculitis abs Prot 3 & Myelo	36733		36733		ANCA Vasculitis			120	120	38.94	4,672.80		38.94					Reports in 2 days	96021 (X2)
14	Reference	Androstenedione, LSIMS/MS	17162		17162		Androstenedione, LC/MS/MS			7	7	26.93	188.51		26.93					Reports in 4 days	82157
15	Reference	Androstenedione, Level 1	34973X		12319F		Androstenedione, Level 1, HPLC			17	17	60.00	1,020.00		60.00					Reports in 2 days	82492
16	Reference	Antinuclear Antibody	216		216		Antinuclear Antibody			16	16	15.00	240.00		15.00					Reports in 3 to 5 days	85300
17	Reference	Anti-Vo & Anti-Hu Panel	37360		37360		Purkinje Cell (Vo) Antibody Screen with Reflex to Titer, IFA Serum		Screen	2	2	123.65	259.30		123.65					Reports in 2 to 3 days	86255
18	Reference	Anti-Hu Panel	37053		37053		Hu Antibody Screen with Reflex to Titer and Western Blot		Screen	2	2	44.02	88.04		44.02					Reports in 2 to 3 days	86255
19	Reference	ASO Ab	265X		3106		Aspergillus Antibodies			69	69	10.51	725.19		10.51					Reports in 2 days	86060
20	Reference	Aspergillus Antibodies	20341X		3107		Aspergillus Antibodies, Serum (40155)			2	2	21.75	43.50		21.75					Reports in 2 days	86060 (X2)
21	Reference	Aspergillus Antibodies	149502		14950		Aspergillus Antigen (14950)			13	13	52.65	684.45		52.65					Reports next day	87305
22	Reference	B2-Microglobulin, Serum	832		740		Beta-2-Microglobulin, Serum			57	57	23.00	1,311.00		23.00					Reports in 2 days	82232
23	Reference	Beta-Hydroxybutyrate	37054Z		4635		Beta-Hydroxybutyrate			3	3	30.52	91.56		30.52					Reports in 3 days	82010
24	Reference	Bile Acids	14801		12833		Bile Acids, Total (780)			19	19	11.43	217.17		11.43					Reports in 1 day	82238
25	Reference	Brucella Antibody	982X		982X		Brucella Antibody, Agglutination (40020)			4	4	23.36	95.92		23.36					Reports in 2 days	86406
26	Reference	C. Trachomatis Culture & Ag	550X		550X		C. Trachomatis Culture			15	15	0.00	0.00		0.00					Reports in 4 days	87110
27	Reference	C. Trachomatis Ag Stain	4860X		3510		Chlamydia Trachomatis Culture			15	15	31.56	479.40		31.56					Reports in 1 to 2 days	87270
28	Reference	C3 Serum	351V1		351V1		Complement Component C3			220	220	10.50	2,310.00		10.50					Reports in 3 to 4 days	86160
29	Reference	C4 Serum	351V1		351V1		Complement Component C4			216	216	10.50	2,268.00		10.50					Reports in 3 to 4 days	86160
30	Reference	CA 125	28256		409		CA 125			118	118	12.00	1,416.00		12.00					Reports in 1 day	86304
31	Reference	CA 15-3	3619X		6304		CA 15-3			54	54	17.34	936.36		17.34					Reports in 1 to 2 days	86304
32	Reference	CA 19-9	3619X		4638		CA 19-9 Serum			84	84	14.15	1,188.60		14.15					Reports in 3 to 4 days	86301
33	Reference	Calcium, Ionized Serum	30742X		344		Calcium, Ionized			2	2	25.61	59.22		25.61					Reports in 1 to 2 days	82308
34	Reference	Calcium, Ionized Serum	30742X		366L		Calcium, Ionized			153	153	10.00	1,530.00		10.00					Reports in 1 to 2 days	82308
35	Reference	Cardiac Troponin I, HPLC	50277		50277		Cardiac Troponin I, HPLC (51959)			4	4	183.00	732.00		183.00					Report available 1-2 days	92039
36	Reference	Cardiac Troponin I, HPLC	36189X		3263		Cardiac Troponin I, HPLC (51959)		Screen	50	50	17.50	875.00		17.50					Reports in 3 to 4 days	86147
37	Reference	Catecholamines, 24 hr Ur	39627X		360		Catecholamines, Fractionated 24-hour Urine			18	18	0.00	0.00		0.00					Reports in 4 days	82384
38	Reference	Catecholamines, Plasma	314X		594		Catecholamines, Fractionated Plasma			11	11	44.39	488.29		44.39					Reports in 3 to 4 days	82384
39	Reference	Catecholamines, Random	5244		5244		Catecholamines, Fractionated Plasma			6	6	47.55	285.30		47.55					Reports in 3 to 4 days	82384
40	Reference	Catecholamines, Random	5244		5244		Catecholamines, Fractionated Plasma			1	1	44.39	44.39		44.39					Reports in 3 to 4 days	82384
41	Reference	Celiac Disease (Tissue TG)	11173		376		Celiac Disease (Tissue TG)			174	174	35.00	6,090.00		35.00					Reports in 1 to 2 days	82278
42	Reference	Celiac Disease (Tissue TG)	11173		376		Celiac Disease (Tissue TG)			258	258	9.00	2,322.00		9.00					Reports in 1 to 2 days	82278
43	Reference	Childhood Allergy (Food and Environmental)	10659X		701		Childhood Allergy (Food and Environmental)		Screen	50	50	103.51	5,175.50		103.51					Reports in 2 to 4 days	93516
44	Reference	Chromogranin A, ECL	16379		16379		Chromogranin A, Electrochemiluminescence		Confirm test	27	27	14.12	381.24		14.12					Reports in 1 day	82396
45	Reference	CIMV Ab (IgG)	403		403		Cytomegalovirus Antibody (IgG)			30	30	104.46	3,133.80		104.46					Reports in 3 to 4 days	86303
46	Reference	CIMV Ab (IgG)	403		403		Cytomegalovirus Antibody (IgG)			11	11	90.00	990.00		90.00					Reports in 3 to 4 days	86303
47	Reference	CIMV DNA, QN PCR	10600X		3243		Cytomegalovirus DNA Quantitative Real-time PCR (45250)			34	34	24.75	841.50		24.75					Reports in 2 days	83789
48	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			26	26	15.36	399.36		15.36					Reports in 1 to 2 days	86944
49	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			2	2	125.25	250.50		125.25					Reports in 1 day	87497
50	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			26	26	0.00	0.00		0.00					Set up Mon-Fri reports next day	86635
51	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			3	3	26.25	78.75		26.25					Reports in 2 days	96635
52	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			23	23	25.84	594.32		25.84					Reports in 2 days	96635
53	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			37	37	18.00	666.00		18.00					Reports in 2 days	96635
54	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			25	25	10.00	250.00		10.00					Reports in 3 to 4 days	86162
55	Reference	Cocci, Urine	5295X		5295X		Cocci, Urine			15	15	21.25	340.00		21.25					Reports in 3 to 4 days	82530

## Quest Diagnostics Nichols Institute - San Juan Capistrano, CA

CONFIDENTIAL

## Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012

Seq#	Category	Provided	NTC	SJC	Test Code	SJC	Test Description	SJC	Comment	Screen	12 Month Test Volume	12 Month Adjusted Test Volume	Current Fee	Current Fee Extension Amerinet (At 2011)	Proposed Special Fee	Proposed Fee	Proposed Fee Ext	SJC TSO Flag	Place of Service	Current SJC TAT	Current SJC CPT Code(s)
50	Reference	Cocciase A Ab (2-16)	3747X	2324F			Cocciase A Antibodies Serum (40330)				2	2	51.00	102.00		51.00	102.00		Focus Diagnostics Inc	Reports in 1 day	86638 (x6)
51	Reference	Cocciase B (1-6) Ab	7658X	372L			Cocciase B Antibodies Serum (40335)				2	2	66.30	132.60		66.30	132.60		Focus Diagnostics Inc	Reports in 1 day	86638 (x6)
52	Reference	Cocciase C (1-6) Ab	372L				Cocciase C Antibodies Serum (40340)				46	46	12.75	586.50		12.75	586.50		Focus Diagnostics Inc	Reports in 3 days	86638 (x6)
53	Reference	Cryoglobulin Reflex I & RF	37359-2				Cryoglobulin Reflex				5	5	99.00	495.00		99.00	495.00			Reports in 4 to 5 days	86638 (x6)
54	Reference	Cryoglobulin Screen	37358				Cryoglobulin Screen with Reflex to Cryoglobulin Profile Serum			Screen	19	19	13.21	250.99			250.99			Reports in 4 to 5 days	86638 (x6)
55	Reference	Cryptococcus Ag Scr Refx	11197X	3978			Cryptococcus Antigen Screen with Reflex to Titer			Screen	33	33	20.00	660.00			660.00			Reports in 1 to 4 days	87327
56	Reference	C-Telopeptide (CTX)	17406	3747			Collagen Type I C-Telopeptide (CTX)				5	5	52.00	260.00		52.00	260.00			Reports in 3 to 4 days	87523
57	Reference	Culture, Vancella-Zoster	2691	2691L			Vancella-Zoster Virus Rapid Method Culture				2	2	55.00	110.00		55.00	110.00			Reports in 4 days	87523
58	Reference	Culture, Virus	688X	3441			Culture, Virus Body Fluid or Tissue				5	5	58.82	294.10			294.10			Reports in 14 to 15 days	87523
59	Reference	Cyclosporine HPLC	70114X	13322			Cyclosporine HPLC (51430)				10	10	178.00	1,780.00		58.82	1,780.00		Focus Diagnostics Inc	Reports in 2 days	87523
60	Reference	Cyclosporine A Trough	8612	4170			Cyclosporine A Trough Blood				15	15	37.95	569.25		37.95	569.25			Reports in 2 days	87523
61	Reference	Cystic Fibrosis Screen	10458	6561			Cystic Fibrosis Screen				30	30	105.00	3,150.00			3,150.00			Reports in 3 to 4 days	87523
62	Reference	Cytococcus IgG Ab WB	34279X	11661F			Cytococcus IgG Antibody Western Blot Serum (40352)				5	5	55.30	276.50		55.30	276.50		Focus Diagnostics Inc	Reports in 1 day	86682
63	Reference	DHEA Sulfate	402	532			DHEA (Dehydroepiandrosterone), Unconjugated, LC/MS/MS				36	36	20.00	720.00		20.00	720.00			Reports in 2 days	86682
64	Reference	DHEA, Unconjugated LC/MS	19694	418			DHEA (Dehydroepiandrosterone), Unconjugated, LC/MS/MS				6	6	17.33	103.98			103.98			Reports in 4 days	86682
65	Reference	DNA (ds) Antibody	255	833			DNA (ds) Antibody				96	96	10.00	960.00		17.33	960.00			Reports in 2 days	86682
66	Reference	EBV Antibody Panel VCA	6421	8421V1			Epstein-Barr Virus Antibody Panel				53	53	142.01	7,526.53		66.25	7,526.53		Focus Diagnostics Inc	Reports in 1 to 2 days	86682
67	Reference	Endomycel Ab SCR & tite	34169X	3677			Endomycel Antibody Screen (IgA) with Reflex to SOTC				2	2	70.77	141.54		70.77	141.54			Reports in 2 days	86682
68	Reference	Entamoeba Histolytica IgG ELIS	34278X	1038			Entamoeba Histolytica IgG ELISA (40105)			Screen	27	27	35.97	971.19			971.19			Reports in 1 to 3 days	86255
69	Reference	Entamoeba Histolytica IgG ELIS	427L				Entamoeba Histolytica IgG ELISA (40105)				5	5	27.38	136.95		27.38	136.95		Focus Diagnostics Inc	Reports in 1 day	86255
70	Reference	Enzymatic LC/MS/MS	30289	30289			Enzymatic LC/MS/MS				54	54	15.50	837.00		15.50	837.00			Reports in 3 days	86255
71	Reference	Factor VIII Activity, Clot	352	3681			Factor VIII Activity, Clotting				72	72	17.25	1242.00		17.25	1242.00			Reports in 5 days	86255
72	Reference	Factor VIII Activity, Clot	352	3681			Factor VIII Activity, Clotting				5	5	76.28	381.40			381.40			Reports in 2 to 3 days	86255
73	Reference	Factor VIII Activity, Clot	352	3681			Factor VIII Activity, Clotting			Screen	27	27	90.00	2,430.00		90.00	2,430.00			Reports in 6 days	86255
74	Reference	Factor VIII Activity, Clot	352	3681			Factor VIII Activity, Clotting				13	13	48.51	630.63		48.51	630.63			Reports in 1 day	86255
75	Reference	Factor VIII Activity, Clot	352	3681			Factor VIII Activity, Clotting				3	3	16.10	48.30		16.10	48.30			Reports in 2 to 3 days	86255
76	Reference	Fecal Fat Qualitative	3681X	3746			Fecal Fat Qualitative				7	7	75.00	525.00		75.00	525.00		NMS Labs	Reports in 2 days	86255
77	Reference	Folate, RBC	461X	4412			Folate RBC				23	23	8.65	198.95		8.65	198.95			Reports in 3 to 4 days	86255
78	Reference	G-6-PD QN	500L				Glucose-6-Phosphate Dehydrogenase (G-6-PD) Quantitative				71	71	21.10	1,498.10		21.10	1,498.10			Reports in 3 to 4 days	86255
79	Reference	GAD65 Antibody	34878	34878			Glutamic Acid Decarboxylase-65 Antibody				13	13	150.00	1,950.00		150.00	1,950.00			Reports in 2 days	86255
80	Reference	Gastrin Serum	479X	479L			Gastrin				16	16	20.52	328.32		20.52	328.32			Reports in 3 to 4 days	86255
81	Reference	GDM Ab	267X	889			Gestational Diabetes Mellitus Antibody (IgG)				12	12	35.00	420.00		35.00	420.00			Reports in 2 to 3 days	86255
82	Reference	Gluten Ab (IgG IgA)	889	3366			Gluten Antibody (IgG IgA)				17	17	80.00	1,360.00		80.00	1,360.00			Reports in 1 to 3 days	86255
83	Reference	Gluten Ab (IgG IgA)	889	3366			Gluten Antibody (IgG IgA)				-	-	72.00	0.00		72.00	0.00			Reports in 1 to 3 days	86255
84	Reference	Haloperidol Serum	564	564V1			Haloperidol (Haldol)				9	9	35.15	316.35		35.15	316.35			Reports in 1 to 3 days	86255
85	Reference	Haloperidol Serum	502	700			Haloperidol (Haldol)				68	68	13.00	884.00		13.00	884.00			Reports in 3 to 4 days	86255
86	Reference	HCV Resistance Genotype	10529X	3337			Hepatitis B Virus Drug Resistance Genotype, and BCP/Precore Mutations				2	2	155.00	310.00		155.00	310.00			Reports in 2 days	86255
87	Reference	HCV RNA Quant	8369	3391			Hepatitis B Virus DNA Quantitative Real-Time PCR				267	267	83.00	22,161.00		83.00	22,161.00			Reports in 3 to 4 days	86255
88	Reference	HCV RNA Genotype LPA	37811	37811			Hepatitis C Viral RNA Genotype LPA				140	140	130.88	18,295.20		130.88	18,295.20			Reports in 2 to 3 days	86255
89	Reference	HCV RNA Quant, BONA	29271X	3365			Hepatitis C Viral RNA, Quantitative BONA				173	173	88.00	15,224.00		88.00	15,224.00			Reports in 2 to 3 days	86255
90	Reference	Hemoglobinopathy	35488	6595			Hemoglobinopathy Evaluation				182	182	20.32	3,696.24		20.32	3,696.24			Reports in 3 to 5 days	86255
91	Reference	Hepatitis B Surface Antigen	414V1	414V1			Hepatitis B Surface Antigen				12	12	37.00	444.00		37.00	444.00			Reports in 1 day	86255
92	Reference	Hepatitis B Surface Antigen	556	490			Hepatitis B Surface Antigen				88	88	11.75	1,034.00		11.75	1,034.00			Reports in 1 to 2 days	86255
93	Reference	Hepatitis B Surface Antigen	556	510			Hepatitis B Surface Antigen				101	101	11.75	1,186.75		11.75	1,186.75			Reports in 1 to 2 days	86255
94	Reference	Hepatitis B Surface Antigen	10595	3338			HEPITIMAX (R) HCV RNA				268	268	120.00	32,160.00		120.00	32,160.00			Reports in 5 to 6 days	86255
95	Reference	Hereditary Hemochromatosis	35079	5325			Hereditary Hemochromatosis DNA Mutation Analysis				2	2	125.00	250.00		125.00	250.00			Reports in 7 to 14 days	86255
96	Reference	Histoplasma AG	13954X	13251			Histoplasma Antigen Urine (315-UR)				9	9	72.00	648.00		72.00	648.00			Reports in 1 to 3 days	86255
97	Reference	Histoplasma Antigen Urine	13954X	13251			Histoplasma Antigen Urine (315-UR)				33	33	72.00	2,376.00		72.00	2,376.00			Reports in 1 to 3 days	86255
98	Reference	HIV-1 Genotype	34949	34949			HIV-1 Genotype				30	30	290.00	8,700.00		290.00	8,700.00			Reports in 8 days	86255
99	Reference	HLA-B*57:01 Typing	19774X	19774			HLA-B*57:01 Typing (19774X)				20	20	180.00	3,600.00		180.00	3,600.00			Reports in 8 days	86255
100	Reference	HLA-B*57:01 Typing	526	526V1			HLA-B*57:01 Typing (19774X)				39	39	23.88	931.32		23.88	931.32			Reports in 8 days	86255
101	Reference	HLA-B*57:01 Typing	31799	31799			HLA-B*57:01 Typing (19774X)				46	46	32.00	1,472.00		32.00	1,472.00			Reports in 1 to 2 days	86255
102	Reference	HSV 1/2 IgG HerpesSelect	6447	3945			Herpes Simplex Virus 1/2 IgG Type-Specific Antibodies (HerpesSelect R)				150	150	18.00	2,700.00		18.00	2,700.00			Reports in 1 day	86636, 86636
103	Reference	HSV 1/2 IgG HerpesSelect	6447	3945			Herpes Simplex Virus 1/2 IgG Type-Specific Antibodies (HerpesSelect R)				0	0	21.52	0.00		21.52	0.00			Reports in 1 day	86636

**Quest Diagnostics Nichols Institute - San Juan Capistrano, CA**  
**Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012**

Seq#	Category	Provided Test Description	NTC Test Code	SJC Test Code	SJC Comment	Screen Flag	12 Month Test Volume	12 Month Adjusted Test Volume	Current Fee Amerinet (AA-2011)	Current Fee Extension Amerinet (AA-2011)	Proposed Special Fee	Proposed Fee	Proposed Fee Est	SJC TSO Flag	Place of Service	Current SJC TAT	Current SJC CPT Code(s)
102	Reference	HSV IgM Ab Screen & Titer Immunofluorescence	7438	3986	Herpes Simplex Virus 2 IgG, Type-Specific Antibody (HerpesSelect®) to Titer		0	0	21.62	291.06	0.00	9.00	0.00			Reports in 1 day	96596
103	Reference	HSV IgM Ab Screen & Titer Immunofluorescence	7438	7438	Herpes Simplex Virus 2 IgG, Type-Specific Antibody (HerpesSelect®) to Titer	Screen	21	21	13.96	291.06	0.00	13.96	291.06			Reports in 1 to 4 days	86394
104	Reference	Immunofluorescence, Serum	540Y	3952	see breakdown below		153	0	0.00	0.00			0.00				
104	Reference	Immunofluorescence, Urine	213	213V1	Revised for SOTC		83	83	35.00	2,905.00			0.00			Reports in 6 days	86334
104	Reference	Immunofluorescence, Serum	37962	37962	Immunofluorescence, Serum		50	50	38.58	1,929.50			2,905.00			Reports in 3 to 5 days	86335
105	Reference	Immunoglobulin E	542	542V1	Immunoglobulin E		20	20	46.30	926.00			1,250.00			Reports in 9 to 10 days	86335
106	Reference	Immunoglobulin G (A.M.) S	7083	7083	Immunoglobulin G (A.M.) S		28	28	18.21	528.08			46.30			Reports in 1 to 2 days	86335
107	Reference	Insulin Autoantibody	36178	36178	Insulin Autoantibody		67	67	22.92	1,535.64			528.08			Reports in 3 days	82784 (X3)
108	Reference	Insulin, Serum	551V1	551V1	Insulin, Serum		4	4	99.50	398.00			398.00			Reports in 3 to 4 days	86337
109	Reference	Intrinsic Factor Blocking Antibody	558V1	558V1	Intrinsic Factor Blocking Antibody		223	223	8.00	1,784.00			8.00			Reports in 2 to 3 days	85525
110	Reference	Islet Cell Ab Screen & Titer	36741	36741	Islet Cell Antibody Screen with Reflex to Titer Antimicrobial Serum Level, Ionized, HPLC	Screen	12	12	26.40	316.80			316.80			Reports in 2 to 3 days	86340
111	Reference	Isotazet HPLC	3772	13252	Isotazet HPLC		10	10	52.75	527.50			52.75			Reports in 2 to 3 days	86341
112	Reference	Jo-1 Antibody	5810X	723	Jo-1 Antibody		3	3	113.64	340.92			340.92			Reports in 5 days	80299
113	Reference	Kappa/Lambda Light Chain	37953X	743	Kappa/Lambda Light Chain, Total		2	2	30.00	60.00			60.00			Reports in 2 days	86335
114	Reference	Lamotrigine	22060	4881	Lamotrigine		7	7	13.95	97.65			97.65			Reports in 2 days	83883 (X2)
115	Reference	LDL Cholesterol, Direct	8393	4102	Cholesterol, Direct LDL		18	18	19.47	350.46			19.47			Reports in 2 days	80299
116	Reference	Legionella Ag. EIA, Urine	8856	8856V1	Legionella Antigen, EIA, Urine		4	4	8.96	35.84			35.84			Reports in 3 days	83721
117	Reference	Levetiracetam	15142	15142	Levetiracetam (1514)		18	18	31.68	570.24			31.68			Reports in 1 day	87449
118	Reference	Liver Fibrosis (HepaScore)	19547	19547	Liver Fibrosis Panel (HepaScore®)		37	37	32.62	1,206.94			32.62			Quest Diagnostics Charlat	80299
119	Reference	LKM-1 Antibody (IgG)	15038	3582	Liver Kidney Microsomal (LKM-1) Antibody (IgG)		10	10	130.00	1,300.00			1,300.00			Reports in 4 to 5 days	82247, 82977, 83520
120	Reference	LSD Presumptive Screen	37025	37025	LSD Presumptive Screen		3	3	34.17	102.51			102.51			Reports in 1 day	88383
121	Reference	Lupus Anticog Eval (Hex Phase, GRVVT)	7079	7079	Lupus Anticog Eval (Hex Phase, GRVVT)		3	3	32.97	98.91			32.97			Quest Diagnostics Charlat	80376
122	Reference	Lyme Disease Ab, IgG, IgM w/RF	6646	4177	Lyme Disease Antibody, Total EIA w/ Reflex to Western Blot (IgG, IgM)	Screen	50	50	24.65	1,232.50			1,232.50			Reports in 2 to 3 days	85730
123	Reference	Measles Ab IgG, EIA	964	3280	Measles Antibody (IgG)	Screen	73	73	14.11	1,030.03			14.11			Reports in 3 to 5 days	86818
124	Reference	Measles, Urine	14952X	3584	Measles, Urine		22	22	0.00	0.00			0.00			Reports in 1 day	86765
124	Reference	Metaphosphates, 24-hr Urine	14952X	3584	Metaphosphates, Fractionated, LC/MS/MS, 24-hr Urine		21	21	26.00	546.00			26.00			Reports in 4 to 5 days	83835
124	Reference	Metaphosphates, Random Urine	14952X	3587	Metaphosphates, Fractionated, LC/MS/MS, Random Urine		1	1	26.00	26.00			26.00			Reports in 3 to 5 days	83835, 82570
125	Reference	Metaphosphates, Free, Plasma	19548	19548	Metaphosphates, Free, Plasma		11	11	72.75	800.25			800.25			Reports in 4 to 5 days	83835
126	Reference	Methadone Screen/Confirm	17162	13093	Methadone Screen/Confirm (71162)		2	2	65.23	130.46			130.46			Reports in 1 day	830431
127	Reference	Methylnaloxonium, Ab, Serum	34879L	259V1	Methylnaloxonium, Ab, Serum		67	67	30.00	2,010.00			2,010.00			Reports in 4 to 5 days	83321
128	Reference	Microchondrial Antibody, Reflex to Titer	691	691	Microchondrial Antibody with Reflex to Titer	Screen	46	46	11.45	526.70			11.45			Reports in 1 to 2 days	86295
129	Reference	Multiple Sclerosis Panel	17728X	653V1	MULTIPLE SCLEROSIS PANEL		4	4	58.19	224.76			58.19			See individual assays	83873
129	Reference	Mumps Virus Antibody (IgG)	790	790	Mumps Virus Antibody (IgG)		0	0	31.36	0.00			31.36			Reports in 2 to 3 days	83873
130	Reference	Mumps Virus Antibody (IgG)	3290	3290	Mumps Virus Antibody (IgG)		0	0	28.69	0.00			28.69			Reports in 3 to 4 days	83916
131	Reference	Oxcarbazepine Metabolite	12652	12652	Oxcarbazepine Metabolite, Serum/Plasma		68	68	11.70	795.60			795.60			Reports in 1 day	86735
132	Reference	Parvovirus B19 Antibodies (IgG, IgM)	8946	3703	Parvovirus B19 Antibodies (IgG, IgM)		2	2	37.00	74.00			74.00			Reports in 1 day	83788
133	Reference	Phospholipids	6513	6513	Phospholipids		18	18	33.74	607.32			607.32			Reports in 1 day	86747 (2)
134	Reference	Porphyria Screen, Random Urine	6529X	6054	Porphyria Screen, Random Urine		10	10	16.62	166.20			166.20			Reports in 1 day	84311
135	Reference	Porphyria Screen, Quantitative, Random Urine	6529X	6054	Porphyria Screen, Quantitative, Random Urine		2	2	26.70	53.40			26.70			Reports in 2 days	84110
136	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		3	3	28.70	86.10			86.10			Reports in 3 to 4 days	84120
137	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		27	27	24.32	656.64			656.64			Reports in 3 days	84244
138	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		74	74	13.50	999.00			999.00			Reports in 2 days	84134
139	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		51	51	21.00	1,071.00			1,071.00			Reports in 9 to 10 days	84155
140	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		5	5	18.50	92.50			92.50			Reports in 4 to 5 days	84144
141	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		28	28	25.00	700.00			700.00			Reports in 3 to 4 days	85303
142	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		13	13	84.52	1,098.76			1,098.76			Reports in 5 days	85302
143	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		198	198	20.00	3,960.00			3,960.00			Reports in 2 to 3 days	84155, 84165
143	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		241	241	20.00	4,820.00			4,820.00			Reports in 2 to 3 days	84155, 84165
143	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		22	22	46.00	1,012.00			1,012.00			Reports in 2 to 3 days	84156, 82570
143	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		100	100	21.00	2,100.00			2,100.00			Reports in 2 to 3 days	82570, 84156, 84166
144	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		28	28	40.00	1,120.00			1,120.00			Reports in 3 to 4 days	85306
145	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		22	22	12.82	282.04			12.82			Reports in 5 days	85305
146	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		0	0	5.75	0.00			5.75			Reports in 2 to 3 days	84155
147	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		13	13	125.00	1,625.00			1,625.00			Reports in 6 days	83808, 82974, 83912
148	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		95	95	15.00	1,425.00			15.00			Reports in 1 to 2 days	84153
149	Reference	Prothrombin, Free and Total	6752	6752	Prothrombin, Free and Total		467	467	18.00	8,406.00			18.00			Reports in 3 days	82970, 83970

**Quest Diagnostics Nichols Institute - San Juan Capistrano, CA**  
**Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012**

Seq#	Provided Category	Provided Test Description	NTC Test Code	SJC Test Code	SJC Comment	Screen Flag	12 Month Adjusted Test Volume	Current Fee Amerinet (A4-2011)	Current Fee Extension Amerinet (A4-2011)	Proposed Fee	Proposed Fee Ext	SJC TSO Flag	Place of Service	Current SJC TAT	Current SJC CPT Code(s)
150	Reference	Q Fever IgG Screen	4468X	4468L	Q Fever (Covella bunnetti) IgG with Reflex to Titer	Screen	4	26.78	107.12	26.78	107.12		Quest Diagnostics, Inc.	Reports in 3 to 5 days	86638
151	Reference	RIFAMPIN Level, HPLC	3030AX	11798F	Antimicrobial Serum Level: Rifampin, HPLC		3	72.75	218.25	72.75	218.25		Quest Diagnostics, Inc.	Reports in 2 days	86299
152	Reference	Rapadone	2339X	13275	Respiridone (4141)		6	49.05	294.30	49.05	294.30		Quest Diagnostics, Inc.	Reports in 2 days	83789
153	Reference	Rotavirus Ag, ELA	706L	706L	Rotavirus Antigen Detection, ELA		3	33.43	100.29	33.43	100.29		Quest Diagnostics, Inc.	Reports in 2 days	87425
154	Reference	Scl-70 Antibody	4642	4642	Scl-70 Antibody		6	15.20	91.20	15.20	91.20		Quest Diagnostics, Inc.	Reports in 2 days	86235
155	Reference	Sickle Cell Screen	825	825	Sickle Cell Screen		7	7.68	53.76	7.68	53.76		Quest Diagnostics, Inc.	Reports in 1 day	86660
156	Reference	Sigren's Abs (SSA, SSB)	7832	7832	Sigren's Antibodies (SSA, SSB)		5	90.34	451.70	21.00	105.00		Quest Diagnostics, Inc.	Reports in 1 day	86235 (X)
157	Reference	SLE Comprehensive Dx pri with Rfx AB	19881X	19881	Systemic Lupus Erythematosus (SLE) Comprehensive Diagnostic Panel	Screen	65	122.00	7,930.00	122.00	7,930.00		Quest Diagnostics, Inc.	Reports in 3 to 4 days	86036
157	Reference	Sm and RNP Antibodies	7448	7448	Chromatin (Nucleosomal) Antibody, pricing		0	50.00	0.00	30.33	0.00		Quest Diagnostics, Inc.	Reports in 1 day	86235
158	Reference	Sm and RNP Antibodies	7448	7448	Sm and SnRNP Antibodies		17	18.00	306.00	18.00	306.00		Quest Diagnostics, Inc.	Reports in 1 day	86235 (X)
159	Reference	Stone Analysis	30260X	3222	SnRNP Antibody, pricing		0	54.00	0.00	9.00	0.00		Quest Diagnostics, Inc.	Reports in 2 days	86235
159	Reference	Stone Analysis	30260X	3222	Stone Analysis (4151)		47	25.00	1,175.00	25.00	1,175.00		Quest Diagnostics, Inc.	Reports in 2 days	86235
160	Reference	Streptomycin HPLC	30303X	11188F	Streptomycin, HPLC (5192)		2	83.36	166.72	83.36	166.72		Quest Diagnostics, Inc.	Reports in 2 days	86235
161	Reference	Strongidex IgG Ab	34309X	2861F	Strongidex IgG Antibody, ELISA (10091)		10	46.75	467.50	46.75	467.50		Quest Diagnostics, Inc.	Reports in 3 to 4 days	86662
162	Reference	T4 Free	34429	4532	T4, Total (Thyroxine)		186	17.71	3,294.06	17.71	3,294.06		Quest Diagnostics, Inc.	Reports in 3 to 4 days	84431
163	Reference	T4 Total	17733	17733	T4, Total (Thyroxine)		35	7.06	247.10	7.06	247.10		Quest Diagnostics, Inc.	Reports in 3 to 4 days	84436
164	Reference	Tacrolimus LC/MS/MS	70007L	70007L	Tacrolimus, Hgty Sensitive, LC/MS/MS		19	40.92	777.48	40.92	777.48		Quest Diagnostics, Inc.	Reports in 1 to 2 days	80197
165	Reference	Testosterone	36170	36170	Testosterone, Free and Total, LC/MS/MS		250	20.00	5,000.00	20.00	5,000.00		Quest Diagnostics, Inc.	Reports in 4 days	84403, 84402
166	Reference	Thyroglobulin Ab	267	404	Thyroglobulin Antibody		205	9.00	1,845.00	9.00	1,845.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	86800
167	Reference	Thyroglobulin Panel	30278	406	Thyroglobulin Panel		74	20.00	1,480.00	20.00	1,480.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	84432, 86800
168	Reference	Thyroid Peroxidase Ab	5091	295	Thyroid Peroxidase Antibody (Anti-TPO)		166	12.00	1,992.00	12.00	1,992.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	86376
169	Reference	Tissue Tg Ab, IgA	8821	8821	Tissue Transglutaminase Antibody (IgA)		54	34.00	1,836.00	34.00	1,836.00		Quest Diagnostics, Inc.	Reports in 2 to 4 days	83516
170	Reference	Tissue Tg Ab, IgG	36963	4880	Tissue Transglutaminase Antibody (IgG)		3	37.25	111.75	37.25	111.75		Quest Diagnostics, Inc.	Reports in 2 to 4 days	83516
171	Reference	Toxoplasma IgG with IgM	38702L	4297	Toxoplasma IgG with Reflex to Toxoplasma IgM	Screen	61	15.00	915.00	15.00	915.00		Quest Diagnostics, Inc.	Reports in 2 to 4 days	86777
172	Reference	Toxoplasma IgM	4297-2	4297-2	Toxoplasma IgM		15	21.14	317.10	21.14	317.10		Quest Diagnostics, Inc.	Reports in 2 to 4 days	86777
173	Reference	Transferrin	1853	1853	Transferrin		3	220.00	660.00	220.00	660.00		Quest Diagnostics, Inc.	Reports in 2 to 3 days	83789
174	Reference	Transferrin	891V	891V	Transferrin		151	11.00	1,661.00	11.00	1,661.00		Quest Diagnostics, Inc.	Reports in 2 to 3 days	84466
175	Reference	Trypanosoma cruzi Ab	34333X	2163F	Trypanosoma cruzi Antibody Panel (FA 40245)		4	50.00	200.00	50.00	200.00		Quest Diagnostics, Inc.	Reports in 2 to 3 days	86752 (X)
176	Reference	Trypanosoma cruzi Ab	34333X	2163F	Trypanosoma cruzi Antibody Panel (FA 40245)		20	56.22	1,124.40	56.22	1,124.40		Quest Diagnostics, Inc.	Reports in 2 to 3 days	84466
177	Reference	Urine Stone Risk Analysis	15952Z	13313	Urine Diagnostic Profile (5515)		13	93.00	1,209.00	93.00	1,209.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	82340, 83945, 84560
178	Reference	Varicella-Zoster Virus Ab	14507X	1160F	Varicella-Zoster Virus Antibody, Serum (41020)		550	55.60	30,580.00	55.60	30,580.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	84105, 83735, 82570
179	Reference	VCHL CSF	4128X	3680	VCHL CSF		15	12.00	180.00	12.00	180.00		Quest Diagnostics, Inc.	Reports in 1 to 2 days	84131, 84392
180	Reference	VCHL CSF	4128X	3680	VCHL CSF		2	26.79	53.58	26.79	53.58		Quest Diagnostics, Inc.	Reports in 1 to 2 days	86787
181	Reference	Vitamin B1 (Thiamine) P/B	90353	90353	Vitamin B1 (Thiamine) P/B		5	0.00	0.00	0.00	0.00		Quest Diagnostics, Inc.	Reports in 1 day	85910
181	Reference	Vitamin B1 (Thiamine) P/B	90353	90353	Vitamin B1 (Thiamine) P/B		2	38.66	77.32	38.66	77.32		Quest Diagnostics, Inc.	Reports in 1 to 2 days	84425
181	Reference	Vitamin B1 (Thiamine) P/B	5042	5042V	Vitamin B1 (Thiamine) P/B		3	28.25	87.75	28.25	87.75		Quest Diagnostics, Inc.	Reports in 1 to 2 days	84425
182	Reference	Vitamin D 1-25-Dihydroxy LC/MS/MS	16558	4861	Vitamin D 1-25-Dihydroxy LC/MS/MS		73	36.24	2,645.52	36.24	2,645.52		Quest Diagnostics, Inc.	Reports in 3 days	82652
183	Reference	VMA 24 hr Urine or VMA 24 hr Urine	39517X	324	VMA 24 hr Urine or VMA 24 hr Urine		7	0.00	0.00	0.00	0.00		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84585, 82570
183	Reference	VMA 24 hr Urine or VMA 24 hr Urine	39517X	324	VMA 24 hr Urine or VMA 24 hr Urine		6	32.98	197.88	32.98	197.88		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84585, 82570
184	Reference	VMA 24 hr Urine or VMA 24 hr Urine	1710	1710V	VMA 24 hr Urine or VMA 24 hr Urine		1	32.98	32.98	32.98	32.98		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84585, 82570
184	Reference	VMA 24 hr Urine or VMA 24 hr Urine	4919	4919	VMA 24 hr Urine or VMA 24 hr Urine		12	83.32	999.84	83.32	999.84		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84585, 82570
185	Reference	VWF Ristocetin Co-Factor	4459X	3790	VWF Ristocetin Co-Factor		9	73.02	657.18	73.02	657.18		Quest Diagnostics, Inc.	Reports in 3 to 5 days	85245
185	Reference	WNV Ab IgG ELISA Ser	36586	3673	West Nile Virus Antibodies (IgG, IgM), Serum		2	112.00	224.00	112.00	224.00		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84425
187	Reference	Xanthine Fructose PCR w/rt	16313	16313	Xanthine Fructose PCR w/rt		2	149.45	298.90	149.45	298.90		Quest Diagnostics, Inc.	Reports in 3 to 5 days	84425
188	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1	Screen	2	54.00	648.00	54.00	648.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
189	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		12	54.00	648.00	54.00	648.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
189	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		60	220.00	13,200.00	220.00	13,200.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
190	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		3	360.00	1,080.00	360.00	1,080.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
190	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		60	220.00	13,200.00	220.00	13,200.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
191	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		11	400.00	4,400.00	400.00	4,400.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
192	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		1187	50.00	59,350.00	50.00	59,350.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
193	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		41	150.00	6,150.00	150.00	6,150.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
194	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		57	450.00	25,650.00	450.00	25,650.00		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
195	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		2	73.37	146.74	73.37	146.74		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
196	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		27	245.23	6,621.21	245.23	6,621.21		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698
197	Reference	Yeast Susc Custom MIC 1	30787X	1154F	Yeast Susc Custom MIC 1		9	299.98	2,699.82	299.98	2,699.82		Quest Diagnostics, Inc.	Reports in 7 days	83661, 83600, 83698

**Quest Diagnostics Nichols Institute - San Juan Capistrano, CA**  
**Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012**

Seq#	Provided Category	Provided Test Description	NTC Test Code	SJC Test Code	SJC Test Description	SJC Comment	Screen Flag	12 Month Test Volume	12 Month Adjusted Test Volume	Current Fee Amerinet (All-2011)	Current Fee Extension Amerinet (All-2011)	Proposed Special Fee	Proposed Fee	Proposed Fee Est	SJC TSO Flag	Place of Service	Current SJC TAT	Current SJC CPT Code(s)
198	Pathology- Sacrament	Surepath w Assure Rtk			see breakdown below			7188	0	0.00	0.00	0.00	0.00	0.00				
198	Pathology- Sacrament		18811X		SUREPATH FOCALPOINT-GS PAP W/REFLEX BU	will continue to go to the Sacramento		0	7188	23.00	165,324.00		23.00	165,324.00				
198	Pathology- Sacrament		18810X		SUREPATH FOCALPOINT-GS PAP	will continue to go to the Sacramento		0	0	23.00	0.00		23.00	0.00				
198	Pathology- Sacrament	Chlamydia/SC DNA SDA Vial	17618X	17618	Chlamydia/SC DNA SDA Vial	will continue to go to the Sacramento		2500	2500	60.00	150,000.00	*	52.50	131,250.00			Reports in 4 days	
200	Pathology- Sacrament	HPV High Risk DNA	3153Z	3774	HPV (Human Papillomavirus) High Risk DNA Hybrid Capture II BU	will continue to go to the Sacramento		449	449	38.80	17,421.20		38.80	17,421.20			Reports in 24-48 hours Reports in 48-72 hours (depending on time of day specimen is received)	87491, 87591
					12 Month Totals - Combined SJC and Sacramento BU			22,102	21,523	781,889.72				756,023.74				
					12 Month Totals - SJC Acct #9012 only			11,188		445,194.52				435,068.54				
														25,875.88				
														3%				
														7,125.88				
														2%				
														313,995.20				
														18,750.00				
														6%				

The following group of tests have been special-priced and approved since the original RFP Pricing Document was presented in March 2012. These are for consolidation and convenience in order to have a complete document reflecting proposed pricing.

1	9758CP	Outdoor Allergies Panel (Client 9012)						0	0	160.00		*	47.11	0.00				
2	9757CP	Airborne (Indoor) Allergy Panel (Client 9012)						0	0	180.00		*	52.89	0.00				
3	9756CP	Food Allergy Panel (Client 9012)						0	0	220.00		*	64.45	0.00				
4	10601X	Cytomegalovirus DNA, Qualitative Real-Time PCR (45300)						240	240	255.00		*	80.00	19,200.00				
5	34022X	Varicella-Zoster Virus (VZV) DNA, Qualitative Real-Time PCR (45300)						240	240	221.42		*	190.00	43,200.00				
6	1508Z	Enterovirus RNA, Qualitative Real-Time PCR (47300)						240	240	341.00		*	110.00	26,400.00				
7	34257	Herpes Simplex Virus, Type 1 & 2 DNA, Real-Time PCR (45300)						240	240	245.44		*	90.00	21,600.00				
8	17697	Adenosine Deaminase, Peritoneal Fluid						144	144	150.00		*	115.00	16,560.00				
9	17698	Adenosine Deaminase, CSF						144	144	150.00		*	115.00	16,560.00				
10	9013Z	Methylmalonic Acid, GC/MS/MS, Urine						144	144	56.35		*	30.00	4,320.00				
11	91003	Methylmalonic Acid and Homocysteine (Nutritional and Congenital)						72	72	290.00		*	50.00	3,600.00				
12	91002	Methylmalonic Acid, GC/MS/MS						72	72	105.67		*	30.00	0.00				
13	6481	Homocysteine, Nutritional and Congenital						135.43		135.43		*	20.00	0.00				
14	10073X	Hepatitis C Viral RNA, Quantitative, TMA						480	480	357.60		*	135.00	64,800.00				
15	14505	Varicella-Zoster Virus (VZV) Antibody (Immunity Screen) (ACF Serum) (41015)						1128	1128	91.00		*	48.00	54,144.00				

Tests marked with \* \*\* denote a special priced test. All other discountable tests are priced off of Quest Diagnostics Nichols Institute's 2011 MedAssets Fee Schedule.

**Quest Diagnostics Nichols Institute - San Juan Capistrano, CA**  
Pricing Proposal for San Mateo County MC - San Mateo, CA - Acct# 9012 - 2011 Amerinet - July 2012

Provided	Test Description	NTC	SJC	SJC	Test Code	Test Code	SJC	Screen	12 Month Adjusted	Current Fee	Current Extension	Proposed	Proposed	Proposed	Fee Ext	SJC	TSO Flag	Places of Service	Current SJC	Current SJC	CPT Codes
Sq#1	Category	Test Description	Test Code	Test Code	Test Description	Test Description	Comment	Flag	Test Volume	Amelinet (A4-2011)	Amelinet (A4-2011)	Special Fee	Fee	Fee	Fee	TSO Flag	Service	TAT			
	Screen	Flagged tests may incur additional charges for confirmation and/or quantitation. Reflex testing, if performed, is an additional charge. Reflex testing, if performed, is an additional charge.																			
	Tests in the bid are converted to the best of our ability. However, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.																				
	In the event any reference laboratory, to which Quest Diagnostics Nichols Institute refers testing, increases its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory. Tests referred to another laboratory are priced above at the cost of the referral laboratory plus an additional \$25.00 handling fee.																				
	Quest Diagnostics Nichols Institute shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory. Tests referred to another laboratory are priced above at the cost of the referral laboratory plus an additional \$25.00 handling fee.																				
	The CPT codes (if provided) are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.																				
I agree with all pricing and terms listed above.																					
San Mateo County Medical Center, San Mateo, CA - (Representative) - Print Name																					
San Mateo County Medical Center, San Mateo, CA - (Representative) - Signature																					
Quest Diagnostics (Sales Representative) - Signature																					



## **EXHIBIT E**

### **CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)**

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's 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.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures (to the extent the SMMC policies and procedures have been provided to Undersigned and such policies and procedures do not impose obligations on the Undersigned that are not consistent with the requirements of the Undersigned's own compliance policies and procedures) relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at [http://oig.hhs.gov/fraud/cia/agreements/the\\_county\\_of\\_san\\_mateo\\_03062009.pdf](http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf)).

The Undersigned, 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.

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned 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.

The Undersigned will not offer, give or accept any 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). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

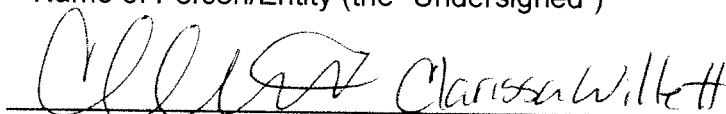
The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

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

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

\_\_\_\_\_  
Name of Person/Entity (the "Undersigned")

  
Signature and Printed Name

  
Date

ATTACHMENT I

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐

a. Employs fewer than 15 persons.

☒

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Quest Diagnostics Nichols Institute

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
33608 Ortega Highway

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
San Juan Capistrano, CA 92675

\_\_\_\_\_  
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Signature)

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."