

AGREEMENT BETWEEN BROWARD COUNTY AND QUEST DIAGNOSTICS INCORPORATED FOR LABORATORY TESTING SERVICES

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("Group") and Quest Diagnostics Incorporated and its wholly-owned facilities other than AmeriPath and Athena that are listed on Exhibit A (collectively, "Provider"). Collectively, the Group and Provider shall be referred to as the "Parties" herein.

WHEREAS, Group and Provider mutually desire to enter into an Agreement whereby Provider shall provide and/or arrange for the provision of certain laboratory testing services to members enrolled in the following benefit plan offered by Group: CDH Choice Plan (Low and High; HDHP Choice (Base Plan); and HDHP Choice Plus (In/Out of Network), collectively, ("Members");

WHEREAS, Group, through its third party administrator, shall compensate Provider for such laboratory testing services in the manner set forth in this Agreement;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND IDENTIFICATIONS

The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Board**: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.
- 1.2 **Contract Administrator**: The Director of Human Resources, who is the representative of County concerning this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.3 **County Administrator**: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.4 **County Attorney**: The chief legal counsel for County who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

- 1.5 **HIPAA:** Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), 45 C.F.R. Parts 160, 162, and 164 and all related regulations, including and HIPAA Privacy and Security Regulations.
- 1.6 **Provider:** Quest Diagnostics Incorporated and its wholly-owned facilities other than AmeriPath and Athena that are listed on Exhibit A.
- 1.7 **Services:** All work required pursuant to Section 2.2 under this Agreement.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 Provider shall perform all work identified in this Agreement. Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Provider impractical, illogical, or unconscionable.
- 2.2 Provider will provide outpatient clinical and anatomic laboratory testing to Members. Laboratory testing services to hospital inpatients, including preadmission testing, and registered outpatients and laboratory testing required in connection with free standing medical centers such as for dialysis services, home health agency patients and patients of free standing medical facilities, including ambulatory surgery centers, pain management centers mental health care facilities, nursing homes (skilled or unskilled), long term care facilities, hospices, house calls for Covered Persons, health screens or health fairs are expressly excluded.
- 2.3 Group will provide to Members an identification card which clearly identifies the patient as a Member of the Group.
- 2.4 Group shall require claims for Services provided by Provider to be adjudicated as in-network by Group's third party administrator and Provider shall be considered an in-network provider for Members. Provider may refer to its status as a contracted and participating provider for Members.
- 2.5 Group, or its third party administrator, shall immediately notify Provider of any overpayment made by Group to Provider. Group shall provide details sufficient to enable Quest Diagnostics to verify the amount of the alleged overpayment.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall be retroactive to January 1, 2017, and shall continue until December 31, 2019 ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 After the Initial Term, the Agreement shall automatically renew for two one-year periods upon Group's renewal of its agreement with the third party administrator.

ARTICLE 4. COMPENSATION

4.1 Group shall pay Provider, through its third party administrator for Services at the reimbursement specified in Exhibit B. Group agrees to require its third party administrator to pay for Services within thirty (30) days from receipt of a mutually agreeable claim form, which includes the claim information required by Group's third party administrator within its administrative policies and protocols.

4.2 Payment shall be made to Provider at the address designated in the Notices section.

ARTICLE 5. INDEMNIFICATION

Provider shall at all times hereafter indemnify, hold harmless and defend Group and all of Group's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Provider, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from Group, defend each Indemnified Party against each such Claim by counsel satisfactory to Group or, at Group's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6. INSURANCE

6.1 For purposes of this article, the term "Group" shall include Broward County and its members, officials, officers, and employees.

6.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit C (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by Group. Any insurance, or self-insurance, maintained by Group shall be in excess of, and shall not contribute with, the insurance provided by Group.

6.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit C, the applicable policies shall comply with the following:

6.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation
- Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

Group shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against Group.

6.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. Group shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against Group.

6.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against Group in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with Group scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not

limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

6.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit C.

6.4 Within fifteen (15) days after the full execution of this Agreement, Provider shall provide to Group satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

6.5 Coverage is not to cease and is to remain in force until Group determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to Group prior to the policy's expiration.

6.6 Provider shall provide Group thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which Group shall be given ten (10) days' advance notice.

6.7 Provider shall provide, within thirty (30) days after receipt of a written request from Group, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

6.8 Group and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

ARTICLE 7. TERMINATION

7.1 This Agreement may not be terminated without cause during the Initial Term. Thereafter, this Agreement may be terminated without cause on a minimum of ninety (90) days advance written notice by one party to the other.

7.2 This Agreement may be terminated for cause for the following reasons:

7.2.1 During the Initial Term, either party may terminate this Agreement in the event of a material breach of this Agreement by providing thirty (30) days' prior written notice if the breach is not cured or substantially cured within the thirty (30) day period.

7.2.2 Provider's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform Services, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.2.3 If Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Provider provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.2.4 If at any time during the Agreement, Group's third party administrator ceases to be Group's third party administrator, or Group's third party administrator establishes a direct contractual relationship with the Provider.

7.2.5 In the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

7.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1 Non-discrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.2 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.3 HIPAA Compliance. Each of the Parties represents and warrants to the other party, in particular, with respect to protected health information (hereinafter known as "PHI"), that it is a Covered Entity and not a Business Associate of the other party under HIPAA. The Parties shall fully protect the privacy, integrity, security, confidentiality, and availability of the PHI disclosed

to, used by, or exchanged by the Parties by implementing appropriate privacy and security policies, procedures, and practices and physical and technological safeguards and security mechanisms, all as required by, and set forth more specifically in, the HIPAA Privacy Regulations and the HIPAA Security Regulations. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement.

Group agrees that if it requests, or a third party on behalf of group, such as Group's third party administrator or benefits consultant, requests Provider to provide PHI to any third party, that such third party is a Business Associate of Group and the Group has a written Business Associate agreement with the third party.

Notwithstanding any other provisions of this Agreement to the contrary, either party may notify the other of any modifications necessary to bring this Agreement into compliance with any final regulation implementing HIPAA. Such modifications shall be incorporated as an addendum to this Agreement, unless within thirty (30) days after receipt of such proposed modifications, one party notifies the other as to its refusal to such modifications. If the Parties fail to agree to mutually agreeable terms, either party may, at its option immediately terminate this Agreement.

Any capitalized terms used in this Section 9.3, but not defined by this Agreement, shall have the same meaning as those terms defined in the Code of Federal Regulations applicable to HIPAA.

8.4 Independent Contractor. Provider is an independent contractor under this Agreement. In providing Services under this Agreement, neither Provider nor its agents shall act as officers, employees, or agents of Group. The Parties shall not have the right to bind each other to any obligation not expressly undertaken under this Agreement.

8.5 Third Party Beneficiaries. Neither Provider nor Group intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR GROUP:
Broward County Human Resources Division
Attn: Mary McDonald
Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Email address: MaryMcdonald@broward.org

FOR PROVIDER:

All notices hereunder must be sent in writing, via registered or return receipt requested or via recognized overnight courier services addressed to the other party as follows:

Quest Diagnostics Incorporated
1201 S. Collegeville Road
Collegeville, PA 19426
Attn: Contract Administration
Facsimile #: 610-983-2010

With copies to:

Quest Diagnostics Incorporated
3 Giralda Farms
Madison, NJ 07940
Attention: General Counsel
Email address: Michael.E.Prevoznik@questdiagnostics.com

8.7 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.8 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, Group shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

8.9 Public Records. To the extent Provider is acting on behalf of Group as stated in Section 119.0701, Florida Statutes, Provider shall:

a. Keep and maintain public records required by Group to perform the services under this Agreement;

b. Upon request from Group, provide Group with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at

a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to Group; and

d. Upon completion or termination of this Agreement, transfer to Group, at no cost, all public records in possession of Provider or keep and maintain public records required by Group to perform the services. If Provider transfers the records to Group, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Group upon request in a format that is compatible with the information technology systems of Group.

The failure of Provider to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling Group to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to Group, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to Group that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to Group for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6700,

benefits@broward.org, 115 S. ANDREWS AVE., ROOM 514, FORT LAUDERDALE, FLORIDA 33301.

8.10 Audit Rights, and Retention of Records. Group shall have the right to audit the books, records, and accounts of Provider that are related to this Agreement. Provider shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Provider shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider shall make same available at no cost to Group in written form.

Provider shall preserve and make available, at reasonable times within Broward County for examination and audit by Group, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Group audits and inspections pursuant to this Section may be performed by any Group representative (including any outside representative engaged by Group). Group reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by Group, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Group's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to Group of any nature by the Provider in excess of five percent (5%) of the total contract billings reviewed by Group, the reasonable actual cost of Group's audit shall be reimbursed to the Group by the Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of Group's findings to Provider.

8.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, PROVIDER AND GROUP HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.13 Assignment. Except for subcontracting for draws, stats, administrative services and limited services, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of

Group. If Provider violates this provision, Group shall have the right to immediately terminate this Agreement.

8.14 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The Parties failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.15 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The Exhibits A through C are incorporated into and made a part of this Agreement.

8.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Provider or others delegated authority or otherwise authorized to execute same on their behalf.

8.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.19 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2017, and QUEST DIAGNOSTICS, signing by and through its _____, duly authorized to execute same.

GROUP

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 2017

Insurance requirements approved by Broward
County
Risk Management Division:

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____

Name: _____

Title: _____

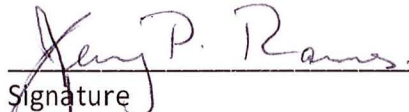
By: _____

Adam Katzman (Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND QUEST DIAGNOSTICS FOR LABORATORY
TESTING SERVICES

PROVIDER

WITNESSES:



Signature

Jenny P. Ramos
Print Name of Witness above



Signature

Deenise J. Fazio
Print Name of Witness above


QUEST DIAGNOSTICS


By: _____
Authorized Signor

Michael Cole, Vice President – Health Plans
Print Name and Title

18th day of April, 2017

ATTEST:



Corporate Secretary or other person
authorized to attest to
Notary Public of New Jersey
My Commission Expires May 21, 2018
#2044333

(CORPORATE SEAL OR NOTARY)

Exhibit A
Included Affiliates

Legal Name of Entity (subject to use in contracts)	State of Incorporation	Quest TIN#	NPI	Laboratory Address	Laboratory City	Laboratory State	Zip	Phone	Remission Address	Remission City	Remission State	Remission Zip	Medical Director	Medicaid Home State ID	CLIA	CAP	State License	Medical Director
Quest Diagnostics LLC	MA	04-3248020	1852347791	200 Forest Street, 3rd Floor, Suite B	Marlborough	MA	01752	774-359-3800	5239 Collection Center Drive	Chicago	IL	60693	228096	110000076C	220076229	1147001	5690	Salim Kabawat, MD
Quest Diagnostics LLC	CT	06-1469913	1174569999	3 Sterling Drive	Watlingford	CT	06492	203-949-5500	2966 Collection Center Drive	Chicago	IL	60693	4900002358 0300044285	4242583	070093126	11895-01		Kara Jordon, MD
Quest Diagnostics Incorporated	DE	16-1387662	1932145770	One Malcolm Avenue	Telegraph	NJ	07508	900-631-1390	PO Box 99451	Chicago	IL	60693	312514 (PA) L83951(NV)	1011706	310099246	1204101	LCO-00255	Lawrence Tsao, MD, Liza Gato, MD (AP)
LabOne of Ohio, Inc.	DE	20-0310997	1134165970	6700 Slegel Drive	Cincinnati	OH	45227	866-697-8778	PO Box 822437	Philadelphia	PA	19182-2437	0319152	2456855	360044847	1667501	8084	Henry Harlaner, M.D.
Solitas Lab Partners (LLC)	VA	20-3169534	1002095284	501 19th Street, Suite 301	Knoxville	TN	37916	666-522-7591	PO Box 602272	Charlotte	NC	28260	3400021	4490760 (TN)	4400212416	8701507	7N 2175	Stephen Swanger MD, Andrew N Young MD, Ph.D., Teresa M LaCaria, MD (AP)
Quest Diagnostics of Pennsylvania Inc.	DE	22-3137283	1841239984	875 Greenlee Road	Pittsburgh	PA	15220	800-295-9598	PO Box 752131	Charlotte	NC	28275-2131	312511 (PA) 01800911(OH)	1841236684	3900956976	12851-01	3236	
Quest Diagnostics Clinical Laboratories, Inc.	DE	23-2773941	1225074085	475 Uncasville Boulevard	Sycamore	NV	11791	800-877-7530	12018 Collection Center Drive	Chicago	IL	60693	L82561	1235074085	3200682891	27419-01	001289	Michael Champ, MD
MediWest, d/b/a Quest Diagnostics Incorporated	DE	33-0393116	1296781124	695 South Broadway	Denver	CO	80209	800-765-2655	2032 Collection Center Drive	Chicago	IL	60693	049973	8000580	6600514225	21817-01	No State Lab License Required	William J. Becker, DO, MPH
Quest Diagnostics LLC	IL	36-4257829	1801630514	1305 Merrill Boulevard	Wood Dale	IL	60191	630-495-3888	13005 Collection Center Drive	Chicago	IL	60693	870920	1831630614	1404417052	18461-01	No State Lab License Required	Anthony V. Thomas, MD
Quest Diagnostics Incorporated	MI	38-1882750	1124685676	1847 Technology Dr, Suite 100	Troy	MI	48063	248-397-1580	13141 Collection Center Drive	Chicago	IL	60693	0F31585	1018458	2390564147	1786681	No State Lab License Required	Steven Marsell, MD
Unifac Corporation (d/b/a Quest Diagnostics)	DE	71-0697031	1616913448	3714 Northgate Boulevard	Sacramento	CA	95834	916-927-4900	PO Box 515002	Sacramento	CA	95851	222255072	LAB442099	0500644208	2420301	CLF 253	Alfredo Asuncion, Jr., MD
Unifac Corporation (d/b/a Quest Diagnostics)	DE	71-0807031	1366479099	8401 Fallbrook Ave	West Hills	CA	91304	818-737-5200	Quest Diagnostics Inc. File 50342	Los Angeles	CA	90074-6320	05D0542824	LAB394290	05D042827	2300401	CLF 00000148	Enrique Tamas, MD
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1205872041	900 Business Center Drive	Horsham	PA	18944	610-397-8378	PO Box 622413	Philadelphia	PA	19182-2413	44232	3810004455	39D0204404	1327401	000315A	Andrew S. Edelman, MD, Ph.D.
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1320104613	1650 Rogers Road	Houston	TX	77072-1602	713-877-4000	PO Box 822510	Philadelphia	PA	19182-2510	CL9395	127355903	45D0060150	10275-01	No State Lab License Required	Elisabeth Brockie, D.O. (AP), Robert L. Bruckmridge, M.D. (CP)
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1780271538	4770 Regent Boulevard	Irving	TX	75063	800-924-6152	PO Box 822510	Philadelphia	PA	19182-2510	CL0094	127355904	45D0687943	2071891	No State Lab License Required	Julia L. Friedman, M.D. (AP), Glen L. Horin, M.D., Ph.D. (CP)
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1518003250	10020 Commerce Parkway	Merriman (Miami)	FL	33025	800-745-3020	PO Box 824293	Philadelphia	PA	19182-2557	L8249	1518093350	1000277334	1503591	L800000919	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1114653956	AVE	Portland	OR	97220	800-222-7941	PO Box 822550	Philadelphia	PA	19182-2550	R113425	162982	26D0572592	2442501	No State Lab License Required	Raymond C. Henry, MD
LabOne LLC	MO	43-1039532	1009812445	10101 Renner Boulevard	Lenexa	KS	66219	800-488-8880	PO Box 822531	Philadelphia	PA	19182-2531	9004083	1003537504	17D0648220	2864601	4907	William J. Becker, DO, MPH
Quest Diagnostics Incorporated	MO	52-0080739	1245507818	1901 Sulphur Spring Road	Baltimore	MD	21227	410-247-9100	7022 Collection Center Drive	Chicago	IL	60693	W522	192700600	21D0218877	1345001-02	00418	Edgar Khalil, M.D.
Quest Diagnostics Infective	DE	52-1004494	1124130653	33608 Ortega Hwy	San Juan Capistrano	CA	92660	800-445-4032	Lock Box 8862 101th Independence Northwest	Philadelphia	PA	19106	05D0644251	LAB03244F	05D0644251	2688501	No State Lab License Required	Hollis J. Bateman, MD
Quest Diagnostics Nichols Institute, Inc.	VA	54-0854787	1447190272	14225 Newbrook Drive	Chantilly	VA	20151	703-892-6900	12430 Collections Center Drive	Chicago	IL	60693	398222	4980029	49D0221901	13611-01	209	Patrick W. Mason, MD
Solitas Lab Partners Group (LLC)	NC	55-2017400	1340232277	4380 Federal Drive Ste 100	Greensboro	NC	27410	336-664-6100	PO BOX 35907	Greensboro	NC	27425-5907	2552658 will be changing to 1000491073 (date TBD)	7091170 (NC), 154819 (AL)	34D0532172	6870901	HVLH00322	Janice J. Hessler, MD, Ph.D.
Quest Diagnostics of Puerto Rico, Inc.	PR	65-0905229	1829109137	214 Calle Las Manas	San Juan	PR	00927	787-300-2904	210 Road 885	Toa Baja	PR	00949-5710	31199		40D02073659	3026591	1315	Francisco J. Davila Toro, MD
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1310683168	1737 Airport Way, Ste 200	Seattle	WA	98134	206-623-8100	PO Box 822550	Philadelphia	PA	19182-2550	G32240	7843600	50D0633094	2405591	MTSA FS 224	Roger Graham, M.D.
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1891731628	4225 East Fowler Avenue	Tampa	FL	33617	800-282-6613	PO Box 624293	Philadelphia	PA	19182-2557	L8020	1891731626	1000291120	15273-01	L800000013	Luis Diaz-Rosano, MD (AP), Glen L. Horin, MD, Ph.D. (CP)
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1932165305	1777 Monrovia Circle	Tucker	GA	30084	866-597-8378	PO Box 822540	Philadelphia	PA	19182-2545	95011395L4	000255868B	11D0255931	14423-01	307	Bill Miller, MD
Quest Diagnostics Incorporated	NV	68-0099333	1043256886	4230 S Blenheim Avenue, Suite 250	Las Vegas	NV	89119	702-733-7865 (848-940-7455, 848-940-7440 Billing)	P.O. Box 88675	Las Vegas	NV	89103-8875	0L00000013	1043256886	2800552720	22465-01	COS 00800078	Elizabeth D. Iole, MD (AP) (CP)
Quest Diagnostics Nichols Institute (d/b/a Quest Diagnostics Nichols Institute of Valencia, Inc.)	CA	95-2701802	1780020526	33908 Ortega Hwy	San Juan Capistrano	CA	92690		5868 Collection Center Drive	Chicago	IL	60693	1059092 (CA), 312514 (NJ)	LAB43352F	05D0643352	2285201	2478	Jon Nakamoto, MD
	CA	95-2981636	1811877711	77077 Tounay Road	Valencia	CA	91355	800-421-7110	Nichols Institute of Valencia Inc. Bank Of America, File	Los Angeles	CA	90074-9980	1059103	LAB02599F (CA)	05D0519302	22771-01	437	Jon Nakamoto, MD
Quest Diagnostics Inc.		38-2084239	1104016088	11636 Administration Dr	Maryland Heights	MO	63146	636-637-6172	PO BOX 822510	PHILADELPHIA	PA	19182-2511		26D0552082	1825504	184	Thy-Lieu T. To, MD	

Exhibit B

Compensation

Notwithstanding any other provision in this Agreement, Group shall not (i) require Provider to obtain prior authorization to provide properly ordered Covered Services; (ii) deny claims for properly ordered laboratory services based on a determination that services were not medically necessary; (iii) deny payment for laboratory services invoiced with a Complete Claim; (iv) offset or recoup from payments owed to Provider based on a finding of inappropriate utilization, or (v) deny or limit payment when an authorized provider has ordered several different analyses of the same service on or the same date (for example, pre and post prandial studies).

Provider may bill Members for claims that are non-covered services or for claims adjudicated as E&I or not medically necessary. Notwithstanding anything to the contrary contained in this Agreement, Provider may elect to provide Members a self-pay discount to the patient responsibility amount for non-covered services.

Provider represents that its fee schedule and any percentage discount contains proprietary information and are trade secrets ("Trade Secrets") of Provider. Accordingly, to the full extent permissible under applicable law, Group agrees to treat the Trade Secrets as confidential in accordance with this Agreement. Any other material submitted to County or its Healthcare Consultant that Provider contends constitutes or contains Trade Secrets must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET"). In the event that a third party submits a request to Group or its Healthcare Consultant for records designated by Provider as Trade Secret Materials, Group and Healthcare Consultant shall refrain from disclosing the Trade Secrets, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend Group and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Trade Secrets in response to a records request by a third party.

If the fee schedule does not specify a rate for a Covered Service, then Provider shall be compensated for such test(s) at a the rate of 50% of the Provider's billed amount.

Provider shall customarily submit claims for payment for Covered Services within thirty (30) days from the date the final laboratory report is issued, but in no event later than three hundred and sixty (360) days after the final laboratory report is issued, provided that accurate and complete information has been provided to Provider.

Group shall submit remittances together with the applicable patient invoice number such that Provider may account for claims and apply payments.

In the event that the AMA, CMS or any other governing agency implements a CPT coding policy that consolidates, retires or otherwise enhances specificity into a new coding structure, the fee that is payable with respect to tests performed under the new coding structure shall equal the fee that was payable under the prior coding structure, or, if more than one old code is mapped to the new code, the sum of the fees that were payable under the old codes, such that the impact of the policy change is revenue neutral. In determining revenue neutrality for CPT codes billed with multipliers, the average annual frequency should be used. In the event that the old code(s) for a particular test remain valid CPT code(s), Provider may continue to bill under the prior coding structure. Provider shall advise the Group of the crosswalk and the new fees associated with the new codes. Group shall advise Provider within 30 days of receipt of the crosswalk and fees of any disputed items and the parties shall attempt to resolve any disputes during the next succeeding 30 day period. If the Group fails to advise Provider of a dispute within 30 days from receipt of notice of the crosswalk and fees, they shall be deemed accepted. If Group disputes the calculation of revenue neutrality, the parties shall provide data to substantiate the calculation and negotiate in good faith to promptly establish rates.

Group has made representations that its standard claims adjudication logic will not bundle claims beyond the AMA CPT code guidelines (in effect at the date of service or not more than ninety (90) days prior to the date the service was provided). If it is determined that Group's claims processing software bundles claim lines in a manner inconsistent with the applicable AMA CPT guidelines, Group agrees to modify its claims adjudication logic or parties will mutually agree on an appropriate adjustment to the negotiated compensation.

In the event an ordering participating physician does not provide a valid ICD-9/10 code or a description that exactly matches a valid ICD-9/10 code, Provider may utilize a screening ICD-9/10 code such as V72.60 or V.799.9. Group agrees that payment shall not be denied or delayed in the event Provider utilizes such a screening ICD-9/10 code.

Exhibit C

Insurance Requirement Laboratory Testing Services

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form	Bodily Injury		
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage		
<input checked="" type="checkbox"/> Premises-Operations			
<input type="checkbox"/> XCU Explosion/Collapse/Underground	Bodily Injury and Property Damage Combined	\$ 2 mil	\$ 4 mil
<input checked="" type="checkbox"/> Products/Completed Operations Hazard			
<input checked="" type="checkbox"/> Contractual Insurance			
<input checked="" type="checkbox"/> Broad Form Property Damage	Personal Injury		
<input checked="" type="checkbox"/> Independent Contractors			
<input checked="" type="checkbox"/> Personal Injury			
AUTO LIABILITY**	Bodily Injury (each person)		
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)		
<input checked="" type="checkbox"/> Owned	Property Damage		
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$ 1 mil	
<input checked="" type="checkbox"/> Non-owned			
<input checked="" type="checkbox"/> Any Auto If applicable			
*THIS REQUIREMENT IS WAIVED IF NO DRIVING IS NECESSARY FOR SERVICES			
EXCESS LIABILITY	Bodily Injury and Property Damage Combined		
<input type="checkbox"/> Umbrella Form			
<input type="checkbox"/> Other than Umbrella Form			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 1 mil	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of 1 yr	\$ 5 mil	
	Deductible not to exceed:	\$ 100 k	
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible:	\$10 k	Completed Value
	DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:	\$10 k	
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description: "Broward County" is listed as additional insured on the Commercial General Liability and Business Automobile Policies. Waiver of subrogation in favor of Certificate Holder applies to Commercial General Liability, Business Automobile Liability and Workers Compensation. REF: Laboratory Testing Services			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.

Certificate Holder:
Broward County
115 S. Andrews Avenue #513
Ft. Lauderdale, FL 33301

Elizabeth Plaska

ELIZABETH PLASKA
do=cty,dc=broward,dc=bc,
ou=Organization,ou=BCC,ou=RM,
ou=Users,cn=ELIZABETH PLASKA
2017.01.24 10:08:36 -0500

Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Revised 2017