

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

Insurance requirements approved by Broward
County
Risk Management Division:

By: Tim Henry

Name: Tim Henry

Title: Property Specialist

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
____ day of _____, 2017

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: Adam Katzman 4/24/17
(Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND QUEST DIAGNOSTICS FOR LABORATORY
TESTING SERVICES

PROVIDER

WITNESSES:

Xen P. Barnes
Signature

Signature

Jenny P. Ramos

Print Name of Witness above

Signature

Deenise L. Fazio

Print Name of Witness above

QUEST DIAGNOSTICS

W. E.

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: 570

~~STATE OF NEW JERSEY~~
Notary Public of New Jersey

My Commission Expires May 21, 2018

#2044333

(CORPORATE SEAL OR NOTARY)

Exhibit A
Included Affiliates

Legal Name of Entity (Should be used in Contracts)	State of Incorpo- ration	Quest Tim- e	API	Laboratory Address	Laboratory	Labora- tory St	Zip	Phone	Remitting Ad- dress	Remitting City	Remit- ting St	Remit- ting Zip	Medi- clic	Medical Name State ID	CIA	CAP	State Licen-	Medical Director	
Quest Diagnostics LLC	MA	04-3248020	1952347791	209 Forest Street, 3rd Floor, Suite B	Marlborough	MA	01752	774-369-3900	5219 Collection Center	Chicago	IL	60693	22810	110000076C	220070229	1147001	0690	Salim Kabawat, M.D.	
Quest Diagnostics LLC	CT	06-1400913	1174569269	3 Sterling Drive	Wallingford	CT	06492	203-949-5500	2956 Collection Center Drive	Chicago	IL	60693	0300044295	4242583	070093125	11893-01		Kara Judson, M.D.	
Quest Diagnostics Incorporated	DE	16-1307682	1932145778	One Malcolm Avenue	Teterboro	NJ	07508	800-531-1339	PO Box 95451	Chicago	IL	60693	312514(NJ) L62951(NY)	1014705	3100598245	1204101	LCO-02256	Lawrence Tsao, M.D., Leza Gallo, M.D. (AP)	
LabOne of Ohio, Inc.	DE	20-0310997	1134155970	5700 Steger Drive	Cincinnati	OH	45237	866-997-8378	PO Box 822437	Philadelphia	PA	19182-2437	0392152	2456685	3600349847	1697501	8984	Henry Harlanet, M.D.	
Solitas Lab Partners (LLC)	VA	20-3159834	1902095294	501 19th Street, Suite 301	Knoxville	TN	37915	656-522-7581	PO Box 692272	Charlotte	NC	28250	340021	4190760 (TN)	4600312416	6701501	TN 2175	Stephen George, M.D., Andrew N Young, M.D., Ph.D., Teresa M LaCaria, M.D. (AP)	
Quest Diagnostics of Pennsylvania, Inc.	DE	22-3137283	1941236894	875 Greentree Road	Pittsburgh	PA	15220	800-295-6598	PO Box 752131	Charlotte	NC	28275-2131	312511(PA) D180091(OH)	1841236684	390059978	12851-01	3239		
Quest Diagnostics Clinical Laboratories, Inc.	DE	23-2773941	1225074095	575 University Boulevard	Syracuse	NY	11771	800-877-7530	12018 Collection Center Drive	Chicago	IL	60693	LB2561	1225074085	3200682981	27419-01	381289	Michael Chump, M.D.	
Metavertic, Delta Quest Diagnostics Incorporated	DE	33-0353118	1295781124	695 South Broadway	Denver	CO	80209	800-765-2655	2032 Collection Center Drive	Chicago	IL	60693	C66973	8000580	0400514225	21817-01	No State Lab License Required	William J Becker, DO, MPH	
Quest Diagnostics LLC	IL	38-2827928	1801630814	1355 Mittel Boulevard	Wood Dale	IL	60191	830-595-3880	13005 Collection Center Drive	Chicago	IL	60693	570920	1881630614	14D0417082	18461-01	No State Lab License Required	Anthony V Thomas, M.D.	
Quest Diagnostics Incorporated	MI	18-1882750	1124058576	1947 Technology Dr, Suite #100	Troy	MI	48083	248-397-1500	13141 Collection Center Drive	Chicago	IL	60693	031168	1018158	230064147	1706681	No State Lab License Required	Steven Mandel, M.D.	
Unisys Corporation (fka Quest Diagnostics)	DE	71-6997031	1618013440	37111 Independence Boulevard	Sacramento	CA	95831	816-927-0900	PO Box 515002	Sacramento	CA	95851	ZZZ251072	LA8442095	0500644229	2420301	CLF 253	Alfredo Asuncion, Jr., M.D.	
Unisys Corporation (DE) (fka Quest Diagnostics)	DE	71-0897031	1365470909	8401 Fairbrook Ave	West Hills	CA	91304	818-737-5200	Quest Diagnostics Inc. File 50342	Los Angeles	CA	90074	0320	05D042824	1AB394296	05D0442827	2300401	CLF 00000148	Enrique Terrazas, M.D.
Quest Diagnostics Clinical Laboratories, Inc.	DE	39-2004239	1205072041	900 Business Center Drive	Horsham	PA	19044	800-997-0370	PO Box 022413	Philadelphia	PA	19182-2413	44292	381000455	390024404	1227401	000315A	Andrew S. Edelman, M.D., Ph.D.	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1320504913	5050 Rogerdale Road	Houston	TX	77072	713-877-6000	PO Box 822510	Philadelphia	PA	19182-2510	CL0395	127355903	4500660159	19275-01	No State Lab License Required	Elizabeth Brockie, D.O. (AP), Robert L Breckinridge, M.D. (CP)	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1707021538	4770 Regent Boulevard	Irving	TX	75053	800-824-6152	PO Box 822510	Philadelphia	PA	19182-2510	CL0994	127355904	450067943	2071801	No State Lab License Required	Julie L. Friedman, M.D. (AP), Glen L. Horin, MD, Ph.D (CP)	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1518003350	10200 Commerce Parkway	Miramar (Miami)	FL	33025	800-745-3020	PO Box 824293	Philadelphia	PA	19182-2557	L8249	1518003350	1000277334	1503501	L80000019	No State Lab License Required	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1114853958	AVE	Portland	OR	97230	800-222-7941	PO Box 822550	Philadelphia	PA	19182-2550	R112425	162892	3800872592	2443501	Raymond C Harry, M.D.		
LabOne LLC	MO	43-1039532	1609812445	101911 Renner Boulevard	Lansing	KS	66219	800-188-8890	PO Box 822531	Philadelphia	PA	19182-2531	0304083	103357604	1700848220	2864601	4907	William J Becker, DO, MPH	
Quest Diagnostics Incorporated	MD	52-8800739	1245507810	1901 Sulphur Spring Road	Baltimore	MD	21227	410-247-9100	7022 Collection Center Drive	Chicago	IL	60693	W522	197200600	2102181877	1345001-02	00418	Edgar Khalil, M.D.	
Quest Diagnostics Infecti-	DE	52-1004494	1124130553	33008 Omega Hwy	San Juan Capistrano	CA	92680	800-445-4032	PO Box 822550	Philadelphia	PA	19106	0ED044251	LA8032448	0500644201	2698501	Hollis J. Batterman, M.D.		
Quest Diagnostics Nichols Institute, Inc.	VA	54-0854787	1447295272	14225 Newbrook Drive	Chantilly	VA	20151	703-892-6900	12430 Collections Center Drive	Chicago	IL	60693	398223	4980026	4900221801	13611-01	209	Patrick W. Mason, M.D.	
Spistles Lab Partners Group (LLC)	NC	45-2017400	1346233277	4380 Federal Drive Ste 100	Greensboro	NC	27410	338-694-6100	PO BOX 35907	Greensboro	NC	27425-5907	0304083	7021170 (NC) (one fed)	1451014L	3400932172	6870901	HNLH0322	Janice J. Helling, M.D., Ph.D
Quest Diagnostics of Puerto Rico, Inc.	PR	65-0805229	1029109137	214 Calle Las Manas	San Juan	PR	00927	787-300-2924	210 Road 805	Tor Bay	PR	00949-5710	31195	4	400207359	3025051	1315	Francisco J. Davila-Toro, MC	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1310583158	1737 Airport Way S Ste 200	Seattle	WA	98134	206-623-8100	PO Box 822550	Philadelphia	PA	19182-2550	G32240	7843600	5000633094	2465501	MTSA FS 224	Roger Graham, M.D., Luis Diaz-Rosario, M.D., (AP), Glen L. Horin, MD, Ph.D. (CP)	
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1891731928	4225 East Fowler Avenue	Tampa	FL	33817	800-282-6613	PO Box 824293	Philadelphia	PA	19182-2557	L8020	1891731626	1600291120	15273-01	L800000013		
Quest Diagnostics Clinical Laboratories, Inc.	DE	38-2084239	1932165305	1777 Montreal Circle	Tucker	GA	30084	866-997-0370	PO Box 822548	Philadelphia	PA	19182-2548	8501139LA	002558688	11D0255931	14423-01	307	Bill Miller, M.D.	
Quest Diagnostics Incorporated	NY	68-0099333	1043258886	4230 S Burnham Avenue Suite 250	Las Vegas	NV	89119	702-733-7055	PO Box 80875	Las Vegas	NV	80193-8875	0L00000013	104325888	2900652720	22466-01	COS 00800378 (CP)	Elizabeth D. Iole, M.D. (AP)	
Quest Diagnostics Nichols Institute	CA	95-2701802	1780020526	33508 Omega Hwy	San Juan Capistrano	CA	92690	949-940-7440	3685 Collection Center Drive Billing	Chicago	IL	60693	W059002 (CA), 312614 (NJ)	LAB43352F	050043352	2285021	2478	Jon Nakamoto, M.D.	
Nichols Institute of Valencia Inc.	CA	95-2981039	1011977111	27027 Tourey Road	Valencia	CA	91355	900-421-7110	Bank Of America, File	Los Angeles	CA	90074-9999	W059103	LAB02595F (CA)	050059302	22771-01	437	Jon Nakamoto, M.D.	
Quest Diagnostics Inc.	30-2004239	11040160808	11636	Administration Dr	Marlton Heights	MD	43145	315-637-0173	PO BOX 822510	PHILADELPHIA	PA	19192-1111		28D0552092	1923501	N/A	Thuy-Lieu T Vo, 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 neutrally 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 [x] Commercial General Liability [x] Premises-Operations [] XCU Explosion/Collapse/Underground [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Broad Form Property Damage [x] Independent Contractors [x] Personal Injury	Bodily Injury	
	Property Damage	
	Bodily Injury and Property Damage Combined	\$ 2 mil
	Personal Injury	\$ 4 mil
AUTO LIABILITY** [x] Comprehensive Form [x] Owned [x] Hired [x] Non-owned [x] Any Auto If applicable	Bodily Injury (each person)	
	Bodily Injury (each accident)	
	Property Damage	
	Bodily Injury and Property Damage Combined	\$ 1 mil
EXCESS LIABILITY [] Umbrella Form [] Other than Umbrella Form	Bodily Injury and Property Damage Combined	
[X] WORKER'S COMPENSATION	(each accident)	STATUTORY
[X] EMPLOYER'S LIABILITY		\$ 1 mil
(X) PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of Deductible not to exceed:	\$ 5 mil 1 yr \$ 100 k
[] PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k Completed Value
[] 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
dc-cty, dc-broward, dc-bc,
ou=Organization, ou=BCC, ou=RM,
ou=Users, cn=ELIZABETH PLASKA
2017.0124 10:08:36 -05'00'

Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE

Revised 2017