



**AGENCY ADMIN. & FINANCE**  
1000 San Leandro Boulevard, Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452 Fax: (510) 351-1367

Agenda \_\_\_\_\_ June 17, 2008

May 1, 2008

The Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94621

Dear Board Members:

Subject: Renew Contract with Unilab Corporation dba Quest Diagnostics to provide testing and laboratory services.

RECOMMENDATION:

That your Board approve and authorize the execution of a standard agreement with Unilab Corporation dba Quest Diagnostics (Unilab) (Principal: Thomas M. Martucci, Sales Director, Location: San Jose, CA.) to provide testing and laboratory services for Behavioral Health Care Services mental health clients from July 1, 2008 to June 30, 2010 for a contract amount not to exceed \$100,000. (Contract #2686)

DISCUSSION/SUMMARY:

On August 1, 2006, your Board approved a contract with Unilab to provide testing and laboratory services for mental health clients. Unilab has supplied lab testing services to Behavioral Health Care Services county operated and contracted clinics throughout Alameda County for many years. Because Unilab has 21 testing locations within Alameda County, mental health clients are able to receive the diagnostic testing in an expedient and convenient manner. These services also allow the physicians to detect diseases earlier, make diagnoses, prescribe therapies and monitor results. The newer antipsychotic medications given to clients require monitoring for side effects and disease only available through laboratory testing. Unilab provides customized lab panels and profiles adapted to our clients needs. At this time, BHCS requests your Board approve the contract with Unilab for the period of July 1, 2008 to June 30, 2010 and in the amount not to exceed \$100,000 in order to continue to provide testing and laboratory services for BHCS mental health clients.

SELECTION CRITERIA:

*Unilab was selected and awarded a contract after an RFI was sent out to three local vendors in March 2008 and no responses were received. Quest Diagnostics is a local vendor which maintains 21 local patient centers spread throughout Alameda County. The company has a main laboratory facility in San Jose, CA. Due to its size Quest does not fall within the SLEB; however, Quest has agreed to*

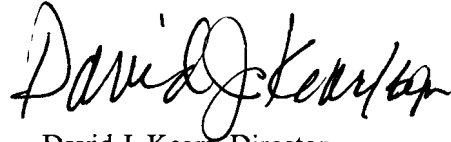


*partner with Oliveira Janitorial Service located Hayward, CA, currently a certified Alameda County small, local and emerging business vendor.*

FINANCING:

Funding for this contract is included in the BHCS's budget. There will be no increase in net County cost.

Very truly yours,

A handwritten signature in black ink, appearing to read "David J. Kears". The signature is written in a cursive style with a large initial "D".

David J. Kears, Director  
Health Care Services Agency

DJK/bm/jf

Cc: Auditor-Controller  
County Administrator  
County Counsel

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of *May 1, 2008*, is by and between the County of Alameda, hereinafter referred to as the "County", and *Unilab Corporation dba Quest Diagnostics*, hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain *Testing and Laboratory services* which are more fully described in Exhibit A hereto ("*Scope of Services*"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide *Testing and Laboratory Services*, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A     Scope of Services
- Exhibit B     Payment Terms
- Exhibit C     Insurance Requirements
- Exhibit D     Debarment and Suspension Certification
- Exhibit E     Contract Compliance Reporting Requirements

The term of this Agreement shall be from *July 1, 2008* through *June 30, 2010*.

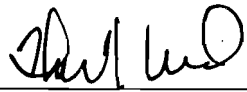
The compensation payable to Contractor hereunder shall not exceed *One Hundred Thousand Dollars (\$100,000.00)* for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA  
COUNTY

UNILAB CORPORATION dba  
QUEST DIAGNOSTICS/  
CONTRACTOR

By: \_\_\_\_\_  
Signature

By:   
Signature

Name: \_\_\_\_\_  
(Printed)

Name: Thomas M. Martucci  
(Printed)

Title: President of the Board of Supervisors

Title: Sales Director

Date: 5/2/08

Approved as to Form:

By:   
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold

from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of

Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.



Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any

information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

**Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

**First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

**Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

**Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: *COUNTY OF ALAMEDA  
Behavioral Health Care Services  
2000 Embarcadero, Ste 101  
Oakland, CA 94606-5300  
Attn: Medical Director*

To Contractor: *Unilab Corporation dba Quest Diagnostics  
967 Mabury Road  
San Jose, CA 95133  
Attn: Thomas Martucci, Sales Director*

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
  - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to

examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its *Testing and Laboratory Services* shall not exceed *One Hundred Thousand Dollars (\$100,000.00)* payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with *Oliveira Janitorial (1575 177<sup>th</sup> Avenue, Hayward, CA; Principal, Luis Oliveira)*, for services to be provided under this Agreement in an amount of at least twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision.

Participation of a small and/or emerging local business must be maintained for the term of this contract. Contractor shall not substitute the small and/or emerging local business(s) listed in this agreement without prior written approval from the County. County will be under no obligation to pay contractor for the percent committed to a small and/or local business if the work is not performed or not performed by the listed small and/or emerging local business. Said requests to substitute a small and/or emerging local business shall be submitted in writing to the County Purchasing Department, ATTN: Purchasing Manager, 1401 Lakeside Drive, 9<sup>th</sup> Floor, Oakland, CA 94612.

Contractor shall provide SLEB utilization reports when invoicing the County utilizing the Alameda County Compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the County web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System.

Contact the County Business Outreach and Contract Compliance Office at 1401 Lakeside Drive, 10<sup>th</sup> Floor, Oakland, CA, (510) 208-9617 if you have any other questions regarding utilization of the Alameda County Contract Compliance System.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy,

whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act



in order to continue using the Contractor Products.

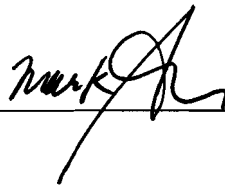
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

ADDITIONAL PROVISIONS

1. *Add to #2, INDEMNIFICATION* – last paragraph,  
In addition to the foregoing, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, brought by any third party or government agency, arising out of the parties' election to not establish a Business Associate relationship, as defined at 45 CFR 160.103, and the parties' election to decline to enter into a Business Associate agreement as specified at 45 CFR 164.502.
2. *Add to #11, OWNERSHIP OF DOCUMENTS*, first sentence of second paragraph should read ... Agreement, except for any and all medical records and reports that the Contractor has an obligation to retain under any applicable federal, state or local laws or regulations
3. *Add to #11, OWNERSHIP OF DOCUMENTS*, second to last sentence paragraph 1. ...Materials”), except for any and all medical records and reports that the Contractor has an obligation to retain under any applicable federal, state or local laws or regulations. This explicitly ...
4. *Add to #18, DOCUMENTS AND MATERIALS*, insert into first sentence ...Agreement, and as permitted or required by law or regulations Contractor's ...
5. *Delete #22, FIRST SOURCE PROGRAM*, -- does not apply

County Counsel Signature:



Date: 6-4-08

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. SERVICES

- a. Unilab Corporation dba Quest Diagnostics will be the exclusive provider of Laboratory Services for the County. Laboratory Services will mean all clinical laboratory and pathology services provided to the County for the benefit of the patients of the County. Services must be ordered by a person authorized under state law and on an appropriate test requisition form, properly completed.
- b. Unilab Corporation dba Quest Diagnostics will use its best efforts to complete all routine Laboratory Services testing within a turnaround time as appropriate for the test ordered.
- c. Unilab Corporation dba Quest Diagnostics will provide the County, at no charge, those supplies necessary for the collection and submission of specimens to Unilab Corporation dba Quest Diagnostics to the extent the provisions of such supplies does not conflict with fraud and abuse regulations or statutes.
- d. Unilab Corporation dba Quest Diagnostics will provide courier service on a daily basis (Monday through Friday) to pick up specimens from and/or deliver laboratory reports to the County.
- e. Unilab Corporation dba Quest Diagnostics will provide training to the County's staff in the handling of Unilab Corporation dba Quest Diagnostics specimens and Unilab Corporation dba Quest Diagnostics pick up procedures.
- f. Unilab Corporation dba Quest Diagnostics will provide a telephone referral service during non-business hours to respond to inquiries from the County.
- g. Unilab Corporation dba Quest Diagnostics will, upon request of the County, perform repeat testing at no charge on specimens initially sent to Unilab Corporation dba Quest Diagnostics, if the County suspects or believes that a result is incompatible with patient's clinical condition, the request is made within five (5) days following the date of the original test, and analyze stability and specimen volume permit.
- h. Unilab Corporation dba Quest Diagnostics will supply data receipt and printing equipment to the County that can be used solely to receive and print test results from Unilab Corporation dba Quest Diagnostics, as long as the number of test reports or account logistics justify the continued need for the equipment (which will be at the discretion of Unilab Corporation dba Quest Diagnostics). There will be no additional charge for the use of the data receiving equipment. It will be Unilab Corporation dba Quest Diagnostics

responsibility to service and maintain said data receiving equipment. Any other electronic connectivity options such as Unilab Corporation dba Quest Diagnostics Care360 will require additional agreements between the parties.

2. RESULTS AND RECORDS

- a. Unilab Corporation dba Quest Diagnostics will provide a written report to the County when any Laboratory Service is ordered, which report will include results of the test, normal reference ranges for the test, and comments deemed necessary by Unilab Corporation dba Quest Diagnostics.
- b. Unilab Corporation dba Quest Diagnostics agrees to keep records in such manner and form for such duration as may be required by federal and state statutes and regulations, and to supply such records as may be necessary under federal and state statutes, regulations, and court orders. The records maintained by Unilab Corporation dba Quest Diagnostics are and shall remain the property of Unilab Corporation dba Quest Diagnostics, and shall not be removed or transferred from Unilab Corporation dba Quest Diagnostics possession, except in accordance with Unilab Corporation dba Quest Diagnostics policies and procedures or pursuant to this Section 2 (b).
- c. Unilab Corporation dba Quest Diagnostics will until the expiration of four (4) years after the furnishing of Laboratory Services pursuant to this Agreement, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by the County under this Agreement. This provision will apply if the amount paid under this Agreement is \$10,000 or more over a twelve (12) month period. The availability of Unilab Corporation dba Quest Diagnostics criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Unilab Corporation dba Quest Diagnostics disclosure under this provision will not be construed as a waiver of any legal rights to which Unilab Corporation dba Quest Diagnostics or the County may be entitled under statute of regulations.
- d. If Unilab Corporation dba Quest Diagnostics performs any of its duties pursuant to this Agreement through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, then Unilab Corporation dba Quest Diagnostics will include a provision in an agreement with the subcontractor substantially similar to Section 2 (d) above.

3. LICENSURE/COMPLIANCE

- a. Unilab Corporation dba Quest Diagnostics will comply with the licensing and certification requirements under the Clinical Laboratory Improvement Amendments of 1988, as amended, the Medicare and Medicaid programs, and any applicable statutes and regulations.

- b. County will comply with all laws and regulations applicable to its operations, personnel, and facilities, including but not limited to Medicare, Medicaid, and patient privacy laws. Services must be ordered by persons authorized under state law and through a properly completed test requisition or test order form.

4. COMPENSATION

- a. Unilab Corporation dba Quest Diagnostics will invoice the County, patient, Medicare, Medicaid or other third party payor in accordance with the specific needs of the County and applicable federal state statutes and regulations at the fees set forth in Appendix A. The fees set forth in Appendix A shall be subject to changes in accordance with the mutual agreement of the parties during each renewal term of the Agreement.
- b. When Unilab Corporation dba Quest Diagnostics properly bills County for Services, the County agrees to compensate Unilab Corporation dba Quest Diagnostics within thirty (30) days of the date of Unilab Corporation dba Quest Diagnostics invoices for Laboratory Services.

REPORT : SYS925-0603 FEE SCHEDULE  
 EFF DATE: 03-13-2008

PAGE : 1  
 PRINT DATE: 03-13-2008

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ALAMEDA CO BEHAVIORAL HLTH  
 ATTN: LEDA FREDIANI  
 2000 EMBARCADERO STE 101  
 OAKLAND, CA 94606

Fee Schedule:07

Phone : (510)567-8110

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TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
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20260	82634	11-DEOXYCORTISOL, LC/MS/MS	75.95
21425	84143	17-HYDROXYPREGNENOLONE	62.15
21430	83498	17-HYDROXYPROGESTERONE LC/MS/M	51.55
22930	83519	21-HYDROXYLASE AB	49.25
29575	PANEL	5-HIAA 24 HR UR W/CREATININE	32.25
21245	83497	5-HIAA, 24 HR URINE	34.55
21250	PANEL	5-HIAA, RANDOM URINE	34.55
27330	PANEL	ABL KINASE MUTATION LEUMETA	172.00
11450	82003	ACETAMINOPHEN	16.65
54097	82009	ACETONE BLOOD QUANTITATIVE	10.70
28380	82664	ACETYLCHOLINESTERASE	51.17
20875	83519	ACETYLCHOLINE RECEPTOR	80.10
20880	83519	ACHR BLOCKING AB	80.10
23155	83519	ACHR MODULATING AB	98.50
29185	84066	ACID PHOSPHATASE PROSTATIC (PA	9.50
29115	82024	ACTH, PLASMA	109.80
25795	83516	ACTIN SMOOTH MUSCLE AB IGG	29.67
20930	85307	ACTIVATED PROTEIN C	44.65
985	80074	ACUTE HEPATITIS PANEL	114.85
19585	86603	ADENOVIRUS AB	34.55
23285	87260	ADENOVIRUS AG DETECTION DFA	38.27
25510	83520	ADIPONECTIN	76.75
17508	PANEL	AFB SMEAR & CULTURE/	15.75
21720	82106	AFP, AMNIOTIC FLUID	39.60
9320	82040	ALBUMIN	2.55
23865	82042	ALBUMIN, PERITONEAL FLUID	9.46
23860	82042	ALBUMIN, PLEURAL FLUID	9.46
25770	82042	ALBUMIN, SYNOVIAL FLUID	9.46
11690	82055	ALCOHOL, BLOOD	12.35
29420	84600	ALCOHOL, METHYL (B)	35.14
11675	82055	ALCOHOL, URINE	21.95
23120	82088	ALDOSTERONE, SERUM	23.70
22460	82088	ALDOSTERONE, URINE	81.90
20120	84075	ALKALINE PHOS BONE SPECIFIC	28.10
21320	PANEL	ALKALINE PHOS ISOENZYMES	35.45

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ALAMEDA CO BEHAVIORAL HLTH - 73151

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
9390	84075	ALKALINE PHOSPHATASE	3.00
27970	83883	ALPHA 1 ACID GLYCOPROTEIN	28.38
26425	82104	ALPHA-1 ANTITRYPSIN (AAT) PHEN	55.90
26445	PANEL	ALPHA-1 ANTITRYPSIN (AAT) QUAN	145.77
27985	82103	ALPHA-1 ANTITRYPSIN FECES RNDM	49.02
29210	82103	ALPHA-1 ANTITRYPSIN QUANTITAT	47.10
27995	85410	ALPHA-2 ANTIPLASMIN	43.43
23310	83883	ALPHA-2 MACROGLOBULIN	26.23
29205	82105	ALPHA-FETOPROTEIN	18.50
21385	PANEL	ALPHA-THALASSEMIA DNA MUTATION	211.65
26305	80154	ALPRAZOLAM (XANAX)	27.85
9410	84460	ALT (SGPT)	2.90
22150	82108	ALUMINUM	60.30
27975	82108	ALUMINUM 24 HR UR W/O CREAT	39.99
25745	82108	ALUMINUM PLASMA	56.33
11470	80150	AMIKACIN	14.80
11471	80150	AMIKACIN PEAK	14.80
11472	80150	AMIKACIN TROUGH	14.80
28670	82136	AMINO ACID ANA MSUD	70.95
20500	82139	AMINO ACID QUANT	241.10
21295	80152	AMITRIPTYLINE (ELAVIL)	41.45
11940	82140	AMMONIA	14.80
18645	80299	AMOXICILLIN	13.59
18665	80299	AMPICILLIAN LEVEL	26.84
21175	82150	AMYLASE ISOENZYMES	40.95
23855	82150	AMYLASE, PERITONEAL FLUID	12.99
23850	82150	AMYLASE, PLEURAL FLUID	12.99
10220	82150	AMYLASE, SERUM	4.75
28395	82150	AMYLASE, URINE	4.75
28930	PANEL	AMYLASE, URINE RANDOM	4.75
47510	86038	ANA (IFA) REFLEX	15.20
47450	86038	ANA W/REFLEX TO DSDNA	35.35
16360	87075	ANAEROBIC CULTURE	8.05
26375	86038	ANachoice CASCADING REFLEX	15.20
47445	86038	ANachoice SCREEN	15.20
47466	86038	ANachoice SCREEN	15.20
47455	86038	ANachoice W/REFLEX LUPUS/SLE A	35.35
27910	86021	ANCA SCREEN W/RFX	53.75
22385	82154	ANDROSTANEDIOL GLUCURONIDE	79.60
23215	82157	ANDROSTENEDIONE	109.95
27360	82164	ANGIOTENSIN-1-CONVERTING ENZYM	13.25
22040	86804	ANTI HCV RIBA	69.50
20885	84588	ANTI-DIURETIC HORMONE	85.60
29080	86225	ANTI-DNA (DS)	13.55
20160	86215	ANTI-DNASE-B AB	33.60
20725	86341	ANTI-ISLET CELL ANTIBODIES	38.65
20820	86235	ANTI-JO-1 ABS	41.90
21335	86023	ANTI-PLATELET AB, DIRECT	85.15
21340	86022	ANTI-PLATELET AB, INDIRECT	79.15
20825	83520	ANTI-RIBOSOMAL P2 ABS, IGG	48.80
29070	86800	ANTI-THYROGLOBULIN AB	12.80
6250	86850	ANTIBODY SCREEN	4.95

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
18615	80299	ANTIMICROBIAL LEVEL (RIFAMPIN)	20.54
19000	87186	ANTIMICROBIAL SUSC (MIC PANEL)	12.58
21480	85300	ANTITHROMBIN III ACT W/REFLEX	68.55
20530	85300	ANTITHROMBIN III ACTIVITY	68.55
21055	85301	ANTITHROMBIN III ANTIGEN	69.50
29015	82172	APOLIPOPROTEIN A-1	32.65
29017	82172	APOLIPOPROTEIN A1 & B	48.95
29010	82172	APOLIPOPROTEIN B	32.65
20655	82175	ARSENIC, 24 HR URINE	42.80
20830	82175	ARSENIC, BLOOD	44.20
20775	PANEL	ARSENIC, RANDOM URINE	42.80
27990	84999	ARYLSULFATASE A	27.09
55975	86060	ASO TITER (ANTI-STREPTOLYSIN O	6.00
20205	86606	ASPERGILLUS ANTIBODY	27.65
18945	86606	ASPERGILLUS PRECIPITINS, ID	13.33
9400	84450	AST (SGOT)	2.90
25625	PANEL	ATYPICAL PNEUONIA AB PANEL	274.34
27160	87476	B. BURGENDORFERI DNA,PCR, TICK	109.65
20275	87081	B. PERTUSSIS CULTURE	42.35
18730	PANEL	BABESIA MICROTI DNA PCR	102.86
18915	87077	BACTERIAL ID, AEROBI	14.21
27615	86403	BACTERIAL MENINGITIS AG PANEL	84.71
18515	86611	BARTONELLA AB PNL IFA	55.22
19245	87801	BARTONELLA(ROCHALIMAEA)DNA PCR	83.42
25720	PANEL	BETA GLOBIN COMPLETE	300.14
20950	86146	BETA-2 GLYCOPROTEIN AB IGG,M,A	107.70
25840	86146	BETA-2 GLYCOPROTEIN I Ab IgG	33.54
25845	86146	BETA-2 GLYCOPROTEIN I Ab IgM	33.54
27525	82232	BETA-2-MICROGLOBULIN URINE	88.30
23315	83789	BILE ACID FRACTIONATED	64.50
9360	82248	BILIRUBIN DIRECT	2.90
9350	82247	BILIRUBIN TOTAL	2.90
19010	87798	BK VIRUS DNA PCR	58.91
19430	87799	BK VIRUS DNA QUANT	64.50
19695	86612	BLASTOMYCES AB ID	34.83
16330	87040	BLOOD CULTURE	10.95
22570	PANEL	BLOOM SYNDROME DNA MUTATION	101.70
21095	87265	BORDETELLA PARA/PERT, DFA	34.55
23420	87798	BORDETELLA PERT/PARA DNA QL RT	146.20
18505	86615	BORDETELLA PERTUSSIS IgG	22.54
18500	86615	BORDETELLA PERTUSSIS IgG & IgA	45.15
18975	86618	BORRELIA BURGENDORFERI C6 PEPTID	12.37
20180	87476	BORRELIA BURGENDORFERI DNA, PCR	114.10
18585	86618	BORRELIA BURGENDORFERI IGM	8.50
18735	86619	BORRELIA HERMSII AB PANEL, IFA	55.55
46175	83880	BRAIN NATRIUETIC PEPTIDE	59.35
20175	86622	BRUCELLA IGG, IGM, EIA	64.45
27695	83520	BULLOUS PEMPHIGOID AG (BP 180)	18.29
16760	PANEL	BV/VAGINIITIS SCREEN DNA PROBE	103.20
27565	87324	C DIFF EIA	48.16
26395	PANEL	C KIT MUTATION CELL BASED	430.00
26390	PANEL	C KIT MUTATION PLASMA BASED	430.00



TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
25725	PANEL	C-KIT MUTATION, CELL BASED	137.60
25730	PANEL	C-KIT MUTATION, PLASMA BASED	137.60
29085	84681	C-PEPTIDE	23.05
55970	86140	C-REACTIVE PROTEIN	10.95
21505	83883	C1 ESTERASE INHIBITOR	43.75
20730	86332	C1Q BINDING IMMUNE COMPLEX	45.10
20590	86160	C1Q COMPLEMENT COMPONENT	40.05
28145	83520	C3a desArg FRAGMENT	52.89
29060	86300	CA 15-3	14.75
29160	86301	CA 19-9	16.65
25850	86304	CA125 W/HAMA TREATMENT	42.14
21590	82300	CADMIUM, BLOOD	50.15
21530	82300	CADMIUM, URINE	46.05
28340	80299	CAFFEINE SERUM	25.58
28335	80299	CAFFEINE URINE	25.58
21020	82308	CALCITONIN	60.30
9090	82310	CALCIUM	2.90
10390	82340	CALCIUM, 24HR URINE	3.60
21765	PANEL	CANAVAN DISEASE	158.75
25735A	PANEL	CANCER OF UNKNOWN PRIMARY ORIG	376.25
25735B	83898	CANCER OF UNKNOWN PRIMARY ORIG	376.25
19700	86628	CANDIDA AB	43.86
21105	86628	CANDIDA ABS IGG/M/A	52.00
99116	36416	CAPILLARY CHARGE FEE	2.60
11500	80156	CARBAMAZEPINE	15.75
26310	83789	CARBAMAZEPINE 10,11 EPOXIDE	46.77
23400	80157	CARBAMEZEPINE FREE	32.25
26560	82375	CARBOXYHEMOGLOBIN	20.96
21825	86147	CARDIOLIPIN AB IGA	28.55
21820	86147	CARDIOLIPIN AB IGG	23.95
48928	PANEL	CARDIOLIPIN AB IGG/IGM	47.86
21830	86147	CARDIOLIPIN AB IGM	23.95
21940	86147	CARDIOLIPIN AB SCR	25.35
21545	82379	CARNITINE, FREE AND TOTAL	76.85
21570	82380	CAROTENE	35.00
21040	82384	CATECHOLAMINES FRACT, PLASMA	69.50
21260	PANEL	CATECHOLAMINES FRACT, RANDOM UR	59.85
21255	82384	CATECHOLAMINES, 24 HR UR	64.90
22140	PANEL	CATECHOLAMINES/VMA	117.35
5200	85025	CBC	3.35
28905	PANEL	CD55 AND CD59 EXPRESSION	82.13
10920	82378	CEA (CARCINOEMBRYONIC ANTIGEN)	19.95
25855	82378	CEA W/HAMA TREATMENT	36.12
18755	80299	CEFTAZIDIME LEVEL	26.84
18760	80299	CEFTRIAZONE LEVEL	26.84
27955	PANEL	CELIAC DISEASE COMP PNL INFANT	79.55
27950	PANEL	CELIAC DISEASE COMP PNL W/RFX	48.33
23275	PANEL	CELIAC DISEASE PANEL	79.55
23810	PANEL	CELIAC DISEASE PNL W/O GLIADIN	45.15
23435	86356	CELL SURFACE MARKER, INDIVIDUAL	42.14
26645	86038	CENTROMERE AB EIA	30.96
18770	80299	CEPHALEXIN LEVEL	26.84

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
18745	80299	CEPHAZOLIN LEVEL	26.84
29050	82390	CERULOPLASMIN	8.05
46830	87491	CHLAMYDIA DNA, SDA, PAP VIAL	19.25
19520	86632	CHLAMYDIA PNEUMONIAE AB IGM	28.81
19515	PANEL	CHLAMYDIA PNEUMONIAE AB TOTAL	49.70
23220	87486	CHLAMYDIA PNEUMONIAE, PCR	77.40
19505	PANEL	CHLAMYDIA SPECIES AB PNL	146.35
19495	86631	CHLAMYDIA SPECIES AB, IGG	45.15
19510	PANEL	CHLAMYDIA TRACHOMATIS AB IgG, A	48.35
15180	87490	CHLAMYDIA TRACHOMATIS DNA, PRO	13.05
46845	87491	CHLAMYDIA TRACHOMATIS DNA, SDA	19.25
22740	87270	CHLAMYDIA-DIRECT SMEAR	11.90
19500	86632	CHLAMYDIA/CHLAMYDOPHIA PNL IGM	45.15
19525	PANEL	CHLAMYDOPHILA PSITTACI ABS	45.15
9240	82435	CHLORIDE	2.65
26340	PANEL	CHLORIDE 24 HR URINE W/CREAT	29.66
10353	82436	CHLORIDE URINE QUANTITATIVE	3.60
9600	82465	CHOLESTEROL	3.60
40502	PANEL	CHOLINESTERASE PLASMA & RBC	17.65
28750	82495	CHROMIUM, PLASMA	42.57
28745	82495	CHROMIUM, SERUM	42.57
20145	86316	CHROMOGRANIN A	50.65
26365	PANEL	CHROMOSOME AMINIOTIC FLUID	333.15
27700	PANEL	CHROMOSOME ANALYSIS, BLOOD	292.20
27705	PANEL	CHROMOSOME ANALYSIS, CVS	392.05
27815	PANEL	CHROMOSOME ANALYSIS, FOLLOW UP	273.05
27720	PANEL	CHROMOSOME ANALYSIS, TISSUE	458.30
27715	PANEL	CHROMOSOME HIGH RESOLUTION	359.35
27710	PANEL	CHROMOSOME, HEMATOLOGIC MALIGN	357.05
18980	82657	CHRONIC GRANULOMATOUS DISEASE	46.66
21670	PANEL	CITRIC ACID, 24 HR URINE	79.60
28910	PANEL	CITRIC ACID, RANDOM URINE	74.39
22425	83789	CLOMIPRAMINE	50.15
21285	80154	CLONAZEPAM (CLONOPIN)	46.05
27045	80154	CLORAZEPATE	41.47
21935	87081	CLOSTRIDIUM DIFF CULT	47.85
18965	87230	CLOSTRIDIUM DIFFICILE CYTOXIN	21.05
22075	80154	CLOZAPINE (CLOZARIL)	34.55
19595	87497	CMV DNA QUANT PCR	90.04
25515	86644	CMV IGG W/RFX TO CMV IGM	30.10
9230	82374	CO2	3.20
67520	80101	COCAINE (METAB), EIA W/REFLEX	13.26
19715	86635	COCCIDIODIES AB, ID AND CF	60.78
19710	86635	COCCIDIODES AB, CF	25.66
19720	86635	COCCIDIODES AB, IMMUNODIFFUS	28.55
28835	82491	COENZYME Q10	92.45
23800	82523	COLLAGEN TYPE 1 CTX	59.77
25870A	PANEL	COLORECTAL CANCER PHARMACOGENO	264.45
25870B	PANEL	COLORECTAL CANCER PHARMACOGENO	264.45
20785	86160	COMPLEMENT C-2	41.45
7600	86160	COMPLEMENT C-3	11.50
7610	86160	COMPLEMENT C-4	13.80

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
29140	86162	COMPLEMENT TOTAL (CH50)	23.40
9805	PANEL	COMPREHENSIVE METABOLIC PANEL	20.25
22160	82525	COPPER	34.55
22120	82525	COPPER, 24 HR URINE	34.55
22125	PANEL	COPPER, RANDOM URINE	34.55
23245	83519	CORTICORTROPIN REL HORMONE	92.45
23360	82528	CORTICOSTERONE LC/MS/MS	43.43
11270	82533	CORTISOL	15.10
21540	82530	CORTISOL FREE, 24 HR	50.65
27295	82533	CORTISOL, SERUM LC/MS/MS	28.38
21800	83789	CORTISONE, SERUM	63.21
18895	86638	COXIELLA BURNETII AB PNL, IFA	14.95
18555	86658	COXSACKIE A AB CF, SERUM	11.18
18560	86658	COXSACKIE B AB CF, SERUM	11.25
10250	82550	CPK	3.60
27480	PANEL	CPK ISOENZYMES	86.60
21405	82540	CREATINE, SERUM	34.55
10400	82575	CREATININE CLEARANCE	7.20
9040	82565	CREATININE, SERUM	3.60
10420	82570	CREATININE, URINE	3.60
23135	87327	CRYPTOCOCCAL AG	11.50
27060	86641	CRYPTOCOCCUS AB	30.53
18955	PANEL	CRYPTOSPORIDIUM/ISOSPORA	17.20
15200	87800	CT/GC DNA, PROBE	14.80
46865	PANEL	CT/NG DNA SDA	38.45
46840	PANEL	CT/NG DNA, SDA, PAP VIAL	38.45
16415	87046	CULTURE, CAMPYLOBACTER	14.28
23475	82600	CYANIDE, BLOOD	38.59
21660	86200	CYCLIC CITRULLIN PEPTIDE IGG	41.45
18775	80299	CYCLOSERIN LEVEL	26.84
18960	PANEL	CYCLOSPORA DETECTION FM	25.29
27080	PANEL	CYCLOSPORA/ISOPORA EXAM	32.25
21305	80158	CYCLOSPORINE A (FPIA)	52.95
21945	82610	CYSTATIN C	49.70
21920	PANEL	CYSTIC FIBROSIS CARRIER SCR	131.15
22620	PANEL	CYSTIC FIBROSIS, ONE EXON	110.51
19350	86682	CYSTICERCUS IGG ANTIBODY, WB	17.33
23495	82131	CYSTINE, 24 HR URINE	55.90
27830	PANEL	CYTOCHROME P450 2CP AND VKORC1	215.00
19590	87496	CYTOMEGALOVIRUS (CMV) DNA	76.88
29030	86644	CYTOMEGALOVIRUS AB-IGG	14.80
29035	86645	CYTOMEGALOVIRUS AB-IGM	14.80
21120	PANEL	CYTOMEGALOVIRUS CULTURE	85.15
4250	88161	CYTOPATH MISC - ANY SOURCE	17.90
4190	88108	CYTOPATHOLOGY, ANAL RECTAL	75.10
299047	87077	DEFINITIVE ORGANISM ID, URINE	9.68
299048	87077	DEFINITIVE ORGANISM ID, URINE	9.68
25590	82626	DEHYDROEPIANDROSTERONE	122.55
23345	82135	DELTA AMINOLA ACID, 24 HR UR	36.55
19565	86790	DENGUE FEVER AB PNL	66.65
19570	86790	DENGUE FEVER IGM	26.06
27085	82633	DEOXYCORTICOSTERONE	66.22

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
21690	PANEL	DEOXYPRIDINOLINE, FREE (DPD)	50.31
22110	80160	DESIPRAMINE	52.00
43430	82533	DEXAMETHASONE SUPRESSION	15.10
29075	82627	DHEA SULFATE	76.00
26315	80154	DIAZEPAM (VALIUM)	48.92
19145	80299	DICLOXAILLIN LEVEL	26.84
28000	80299	DIGITOXIN SERUM/PLASMA	26.66
11460	80162	DIGOXIN	11.90
21565	82651	DIHYDROTESTOSTERONE	65.35
21115	86648	DIPHThERIA ANTITOXOID TITER	50.65
6280	86880	DIRECT COOMBS	3.45
25665	PANEL	DONOR CHLAMYDIA/GONORRHOEAE	79.55
25660	86644	DONOR CMV TOTAL AB	82.87
25640	87341	DONOR HBSAG CONF	95.57
25650	86803	DONOR HCV AB	55.79
25635	87340	DONOR HEP B SAG AG	38.59
25670	86703	DONOR HIV 1/2 AB SCR	55.68
28375	87801	DONOR HIV-1/HCV	159.10
25675	86790	DONOR HTLV I/II AB SCR	50.09
28155	86592	DONOR RPR	37.09
25680	86781	DONOR SYPHILIS IgG	30.64
22100	80166	DOXEPIN (INCLUDES NORDOXEPIN)	41.45
26650	80101	DRUG AND ALCOHOL SCREEN, S/P	86.00
28955	80101	DRUG SCREEN 9 MECONIUM	77.40
29325	80101	DRUG SCREEN CLINICAL 1 URINE	65.27
28950	80101	DRUG SCREEN PANEL 5 MECONIUM	58.25
25585	85613	DRVVT SCREEN W/RFLX PHOSPHO	19.35
19530	86682	E GRANULOSUS AB IgG	43.00
19030	87046	E. COLI SCREEN, STOOL	9.89
23450	87427	E. COLI SHIGA TOXINS, STOOL	35.26
19600	87798	EBV DNA QUAL REAL TIME PCR	90.30
27500	86663	EBV-EARLY ANTIGEN	54.05
27495	86664	EBV-NUCLEAR AG, SERUM	60.50
27510	86665	EBV-VCA IGG, SERUM	61.80
27505	86665	EBV-VCA IGM, SERUM	60.50
19155	86658	ECHOVIRUS AB PNL	10.75
19395	86666	EHRlichIA CHAFFEENSIS ABS	62.78
9200	80051	ELECTROLYTE	4.75
20170	86753	ENTAMOEBA HISTOLYTICA AB (IGG)	38.20
18580	87337	ENTAMOEBA HISTOLYTICA AG	8.17
19665	86753	ENTAMOEBA HISTOLYTICA IgG,	12.57
28600	87498	ENTEROVIRUS RNA, QUAL PCR	150.50
29520	85999	EOSINOPHIL COUNT, SPUTUM	18.12
19605	87799	EPSTEIN BARR VIRUS DNA QT PCR	56.76
19360	PANEL	EPSTEIN BARR VIRUS PNL	68.11
29540	84202	ERYTHROCYTE PROTOPORPHYRIN	42.79
19165	80299	ERYTHROMYCIN LEVEL	26.84
22485	82668	ERYTHROPOIETIN	26.00
5510	85652	ESR (WESTERGREN)	2.75
11290	82670	ESTRADIOL	25.25
21420	82670	ESTRADIOL ULTRA SENSITIVE	54.30
20735	82677	ESTRIOL (E3), FREE-UNCONJ	45.10

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
20010	82672	ESTROGEN, TOTAL, SERUM	58.00
21085	82679	ESTRONE, SERUM	52.45
21330	80168	ETHOSUXIMIDE	43.25
16720	87070	EYE/EAR CULTURE	28.65
22195	85210	FACTOR II ACTIVITY	60.20
21775	PANEL	FACTOR II MUTATION	142.30
20935	85250	FACTOR IX ACTIVITY	66.25
20840	85220	FACTOR V ACTIVITY	66.25
21770	PANEL	FACTOR V MUTATION	121.95
20845	85230	FACTOR VII ACTIVITY	64.45
21050	85240	FACTOR VIII ACTIVITY	67.65
23655	85335	FACTOR VIII HUMAN INHIBITOR	94.60
20795	85260	FACTOR X ACTIVITY	66.25
25740	85260	FACTOR X ACTIVITY CHROMOGENIC	65.36
20850	85270	FACTOR XI ACT	66.25
20800	85280	FACTOR XII ACTIVITY	66.25
22565	PANEL	FANCONI ANEMIA DNA MUTATION	94.35
18630	86000	FEBRILE AGGLUTININS	14.26
12270	82705	FECAL FAT - QUALITATIVE	4.95
9160	82728	FERRITIN	15.00
27485	82731	FETAL FIBRONECTIN	69.05
22245	83033	FETAL HGB, AMNIOTIC FLUID	36.85
22870	85362	FIBRIN DEGRADATION PRODUCTS	33.11
21895	85362	FIBRIN MONOMER	37.30
25520	85384	FIBRINOGEN	6.60
22540	85385	FIBRINOGEN, QUANT	7.46
28060	PANEL	FISH ALCL ALK REARRANGEMENT	148.35
27730	PANEL	FISH AML M3	154.00
27740	PANEL	FISH ANGELMAN	165.65
28070	PANEL	FISH B CELL MALIGNANCY IGH	170.28
27745A	88368	FISH BLADDER CANCER - PART A	96.75
27745B	88368	FISH BLADDER CANCER - PART B	96.75
27760	PANEL	FISH CML/ALL BCR/ABL t 9,22	154.80
27765	PANEL	FISH DIGEORGE	165.65
27800	PANEL	FISH FOR WILLIAM SYNDROM	154.80
28110	PANEL	FISH MANTLE CELL LYMPHOMA	181.46
27775	PANEL	FISH PRADER WILLI	165.65
27780	PANEL	FISH PRODUCT OF CONCEPTION	292.00
27805	PANEL	FISH X LINKED ICHTHYOSIS	165.65
27735	PANEL	FISH, AML, CBFβ/MYH11,	163.40
27770	PANEL	FISH, KALLMANN	154.80
22990	PANEL	FISH, MICRODELETION SYND PNL	204.25
27785	PANEL	FISH, SMITH MAGENIS	154.80
27795	88368	FISH, VYSIS UROVYSION (TM)	207.05
20135	80299	FLECAINIDE (TAMBOCOR)	25.35
12510	89060	FLUID CRYSTALS	23.45
27750	PANEL	FLUORESCENCE IN SITU HYBRID	151.85
29025	86781	FLUORESCENT TREPONEMAL AB	9.30
22095	83789	FLUOXETINE	36.85
22115	84022	FLUPHENAZINE	41.45
5940	82746	FOLATE, SERUM	14.35
27335	PANEL	FOLLICULAR LYMPHOMA BCL-2	180.60

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
28245	80299	FONDAPARINUX SODIUM	65.36
28740	PANEL	FRAGILE X W/RFLX	124.70
18595	86668	FRANCISELLA TULARENSIS AB DA	16.34
54075	84481	FREE T3	34.35
27530	82985	FRUCTOSAMINE	20.20
11170	83001	FSH	18.40
21415	83001	FSH 3RD GENERATION	38.65
21950	83520	FUNCTIONAL C1 INHIBITOR	26.70
28305	PANEL	FUNGAL PANEL	161.49
20025	80299	GABAPENTIN, PLASMA	41.45
26450	PANEL	GAD/ICA 512/INSULIN AB	193.50
23370	83520	GANGLIOSIDE GM-1 ABS IGG IGM	64.50
23130	82941	GASTRIN	15.75
22205	PANEL	GAUCHER DISEASE DNA MUTATION	165.65
20915	83520	GBM AB, EIA	65.35
15190	87590	GC DNA, PROBE	6.55
46855	87591	GC DNA, SDA	19.25
46835	87591	GC DNA,SDA, PAP VIAL	19.25
16750	87070	GENITAL CULTURE	7.85
11550	80170	GENTAMICIN	17.20
11551	80170	GENTAMICIN PEAK	17.20
11552	80170	GENTAMICIN TROUGH	17.20
11553	80170	GENTAMICIN, PEAK AND TROUGH	53.58
9420	82977	GGT	4.10
26460	PANEL	GIARDIA & CRYPTOSPORIDIUM AG	61.60
12080	87329	GIARDIA AG	29.85
18530	86674	GIARDIA LAMBLIA AB PANEL, IFA	20.11
20055	83516	GLIADIN AB IGA/IGG PANEL	73.20
23185	83516	GLIADIN AB IGG	36.85
20195	82943	GLUCAGON	48.80
27810	82943	GLUCAGON RESPONSE TO ORAL GLUC	243.92
9020	82947	GLUCOSE	1.90
47435	82950	GLUCOSE (50GRAMS) CUTOFF 140	1.90
10170	82950	GLUCOSE 1 HR (50GRAMS)	1.90
23840	82945	GLUCOSE CSF	10.75
10670	PANEL	GLUCOSE TOLERANCE-GESTATIONAL	32.10
10160	82947	GLUCOSE, FASTING	2.10
23835	82945	GLUCOSE, PERITONEAL FLUID	10.75
23830	82945	GLUCOSE, PLEURAL FLUID	10.75
10150	82947	GLUCOSE, RANDOM	11.25
29425	81003	GLUCOSE, URINE QUAL	6.45
27355	82955	GLUCOSE-6-PHOSPHATE DEHYDROGEN	8.60
20995	83519	GLUTAMIC ACID DECARBOX ABS	69.05
39157	83036	GLYCOHEMOGLOBIN (HBA1C)	13.70
28840	84378	GLYCOMARK	30.10
16260	87205	GRAM STAIN	3.20
16350	87081	GROUP B STREP CULTURE	19.55
4099	88164	GYN PAP SMEAR (1 SLIDE)	8.35
20240	87338	H. PYLORI AG, EIA, STOOL	60.75
19610	86677	H. PYLORI IGA, WB	42.14
19615	86677	H. PYLORI IGG IGA, ABS	84.28
16130	86677	H. PYLORI IGG, AB	23.95

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
19620	86677	H. PYLORI IGG, WB	42.14
23700	86677	H. PYLORI IGM, AB	66.90
47160	83013	H. PYLORI UREA BREATH TEST	82.85
21215	86684	HAEMOPHILUS	45.10
22080	80173	HALOPERIDOL	52.00
55700	83010	HAPTOGLOBIN	11.50
25645	86704	HBC TOTAL AB DONOR	43.00
23025	86706	HBSAB QUANT LIVER TRANS	36.12
11230	81025	HCG - URINE	3.65
11190	84702	HCG BETA SUBUNIT QUANTITATIVE	16.20
20495	87522	HCV RNA QUANT, BDNA	133.45
20015	87522	HCV RNA QUANT, PCR	128.85
21960	87521	HCV VIRAL RNA QL PCR	101.70
22815	87521	HCV VIRAL RNA QL PCR W/RFX QT	101.70
21975	87522	HCV VIRAL RNA TMA	182.20
20265	83701	HDL CHOLESTEROL SUBCLASSES	34.05
21445	PANEL	HEAVY METALS PANEL, RANDOM UR	82.85
22025	PANEL	HEAVY METALS SCREEN	115.50
21015	PANEL	HEAVY METALS SCREEN, BLOOD	109.50
21070	PANEL	HEMOCHROMATOSIS DNA MUTATION	180.85
5001	85027	HEMOGRAM-NO PLATELET	8.60
5000	85027	HEMOGRAM/PLATELET	2.90
6590	86709	HEP A ANTIBODY-IGM	12.35
6570	86708	HEP A ANTIBODY-TOTAL	10.70
6530	86704	HEP B CORE AB-TOTAL	10.70
6550	86706	HEP B SURFACE AB	9.05
6510	87340	HEP B SURFACE AG	9.05
22500	PANEL	HEP B VIRUS GENOTYPE	182.20
20000	87902	HEP C GENOTYPE	182.20
21485	87521	HEP C RNA TMA QUAL	137.15
6620	86803	HEP C VIRUS AB	14.55
23740	86022	HEPARIN INDUCED PLATELET AB	53.32
21185	85520	HEPARIN-XA (LMWH)	70.40
80076	80076	HEPATIC FUNCTION	5.65
21075	87517	HEPATITIS B DNA QUANT	163.35
21165	87516	HEPATITIS B VIRUS DNA, QUAL	101.25
29005	86707	HEPATITIS BE AB	10.70
29000	87350	HEPATITIS BE AG	10.70
19535	86692	HEPATITIS DELTA AB	42.80
19540	87380	HEPATITIS DELTA AG	40.50
19545	86790	HEPATITIS E AB IGG	35.45
19555	86790	HEPATITIS E AB IGM	46.05
19550	86790	HEPATITIS E IGG/IGM AB	76.11
19175	87526	HEPATITIS G VIRUS RNA QL PCR	101.91
21345	87522	HEPTIMAX	194.20
21665	87255	HERPES CULTURE	30.20
29170	86695	HERPES SIMPLEX I IGG	12.35
21750	86694	HERPES SIMPLEX IGM W/RFX TITER	34.55
29095	86696	HERPES SIMPLEX II IGG	28.65
22330	86694	HERPES SIMPLEX VIRUS IGM W/RFX	34.55
19355	86790	HERPES VIRUS 6 AB PANEL, IFA	12.08
23225	87532	HERPES VIRUS 6 DNA QUAL PCR	86.86

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
19180	86790	HERPES VIRUS 8 IGG AB IFA	13.12
19660	87798	HERPES VIRUS 8 (HHV-8)	100.41
18920	86790	HERPESVIRUS 7 IgM AB IFA	40.51
6050	86308	HETEROPHILE (MONO SCREEN)	8.40
6051	86308	HETEROPHILE (MONO SCREEN)W/RFX	8.40
19370	86666	HGE AB IGG/IGM	28.81
22215	PANEL	HISTAMINE, 24 HR URINE	75.95
28310	83088	HISTAMINE, PLASMA	58.91
19745	86698	HISTOPLASMA AB, ID	26.66
19740	86698	HISTOPLASMA ABS	41.71
19750	86698	HISTOPLASMA ABS PNL	71.29
47670	87385	HISTOPLASMA ANTIGEN URINE	46.87+
18925	87390	HIV-1 DIRECT AG (ICD), ELISA	19.35
29635	86689	HIV-1/2 AB WESTERN BLOT	86.00
18610	87538	HIV-2 PROVIRAL DNA QUAL PCR	77.92
5219	86812	HLA B27	41.00
28370	PANEL	HLA B5701 TYPING	161.25
23470	86813	HLA CLASS I A,B,C DNA TYPING	152.22
27405	86817	HLA DRB1 HIGH RESOLUTION	161.25
27400	PANEL	HLA TYPING FOR CELIAC DISEASE	88.15
23550	PANEL	HLA TYPING FOR NARCOLEPSY	88.15
27395	86813	HLA-A,B CLASS I DNA TYPING	101.48
54061	83090	HOMOCYSTEINE	31.80
46690	83090	HOMOCYSTEINE N&C, FPIA	63.50
22445	PANEL	HOMOVANILLIC ACID, 24 HR	53.85
46580	87621	HPV (HYBRID CAPTURE II)	31.35
23640	87621	HPV DNA, HIGH/LOW RISK-RECTAL	58.60
26625	87621	HPV HIGH RISK W/RFX TYPE 16 AN	58.61
4075	PANEL	HPV HYBRID CAPTURE II	31.35
5090	PANEL	HPV W/GC & CHLAMYDIA SUREPATH	69.81
4095	PANEL	HPV W/GC & CHLAMYDIA THIN PREP	69.81
22270	PANEL	HSV 1/2 IGG TYPE SPECIFIC AB	42.20
29625	86696	HSV 2 IGG HERPESELECT W/RFX TO	36.98
22705	87299	HSV ANTIGEN DETECTION, DFA	25.95
19625	87529	HSV I & II DNA PCR	110.90
19005	86790	HTLV I/II ELISA	8.60
29565	86689	HTLV I/II, WESTERN BLOT	43.00
28150	PANEL	HUMAN PLATELET AG 1 GENOTYPE	109.65
19410	PANEL	HUMORAL IMM STATUS SURVEY	46.87
23165	PANEL	HUNTINGTON DISEASE MUTATION	150.50
23520	82646	HYDROCODONE AND METAB	51.82
26300	80101	HYDRROMORPHONE GCMS SCREEN	18.82
20235	PANEL	HYPERSENSITIVITY PNEUM SCREEN	261.60
23330	83519	IA-2 ANTIBODY	64.50
21740	82784	IGA, SERUM	17.05
23145	82784	IGD, SERUM	54.30
23425	83519	IGF BINDING PROTEIN 2	35.26
20565	83519	IGF BINDING PROTEIN 3	37.75
22685	PANEL	IGG SYNTHESIS RATE	66.22
19185	80299	IMIPENEM LEVEL	26.84
22105	80174	IMIPRAMINE	49.70
23240	86353	IMMUNE CELL FUNCTION	118.25



TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
9560	PANEL	IMMUNOFIXATION, SERUM	25.30
9561	PANEL	IMMUNOFIXATION, URINE	27.20
7320	82784	IMMUNOGLOBULIN A	6.85
7300	82784	IMMUNOGLOBULIN G	7.40
7340	82784	IMMUNOGLOBULIN M	7.40
7290	82784	IMMUNOGLOBULINS - IGG IGA IGM	17.65
22405	87254	INFLUENZA A/B CULTURE	70.40
19635	86710	INFLUENZA TYPE A AB	35.69
19630	86710	INFLUENZA TYPE A AND B ABS	23.91
19640	86710	INFLUENZA TYPE B AB	38.20
20610	PANEL	INFLUENZA VIRUS A & B AG	29.95
20615	86336	INHIBIN A	72.70
23015	83520	INHIBIN B, PLASMA	67.94
47005	83525	INSULIN (2 SPECIMENS)	32.10
47010	83525	INSULIN (3 SPECIMENS)	38.55
47015	83525	INSULIN (4 SPECIMENS)	64.20
21000	86337	INSULIN AB W/RFLX TO TITER	18.40
21795	83527	INSULIN FREE	43.75
47000	83525	INSULIN TOTAL	19.40
19490	83520	INTERFERON-BETA IGG, ELISA	38.70
23320	83520	INTERLEUKIN-6	96.75
20860	86340	INTRINSIC FACTOR BLOCKING	36.85
9102	82330	IONIZED CALCIUM	37.75
9060	83540	IRON	3.60
9070	PANEL	IRON AND IRON BINDING CAPACITY	8.95
18680	82492	ITRACONAZOLE SERUM LEVEL	23.01
20580	PANEL	IgG SUBCLASS	102.60
25760	PANEL	JAK2 MUTATION ANALYSIS	232.20
28230	83883	KAPPA LIGHT CHAIN, FREE	51.60
21510	83883	KAPPA/LAMBDA LIGHT CHAIN	28.55
27450	83883	KAPPA/LAMBDA LIGHT CHAIN 24 HR	118.25
28210	83883	KAPPA/LAMBDA LIGHT CHAINS FREE	103.20
27445	83883	KAPPA/LAMBDA TOTAL, RANDOM UR	118.25
19190	80299	KENAMYCIN LEVEL	26.84
29020	83605	LACTIC ACID	79.20
23255	83630	LACTOFERRIN STOOL	53.75
20080	80299	LAMOTRIGINE	30.85
9380	83615	LDH	2.65
25570	PANEL	LDH ISOENZYMES	58.60
21465	83655	LEAD, 24 HR URINE	26.70
20270	87449	LEGIONELLA AG, URINE	44.20
18570	86713	LEGIONELLA IGG AB IFA	14.71
18535	86713	LEGIONELLA IGM AB IFA	19.35
25620	86713	LEGIONELLA PNEU AB IGG	32.25
25615	86713	LEGIONELLA PNEU AB IGM	32.25
23355	83519	LEPTIN LEVEL	32.25
20215	86720	LEPTOSPIRA ANTIBODY	28.55
21440	85540	LEUKOCYTE ALK. PHOS.	29.45
23235	80299	LEVETIRACETAM (KEPPRA)	28.06
18985	PANEL	LGV DIFFERENTIATION AB PANEL	23.87
21410	83002	LH 3RD GENERATION	38.65
29300	80176	LIDOCAINE	42.98

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
10230	83690	LIPASE	4.45
9650	80061	LIPID PANEL	11.90
46715	80061	LIPID PANEL W/RFX TO LDL DIR	11.90
47110	83695	LIPOPROTEIN A	48.80
29870	PANEL	LIPOPROTEIN FRACT W/RFX LDL	57.00
18620	86609	LISTERIA AB, CF (SERUM)	9.51
11420	80178	LITHIUM	5.75
28570	PANEL	LIVER FIBROSIS PNL HEPASCORE	93.33
21350	PANEL	LUEKEMIA/LYMPHOMA EVAL	296.85
21900	PANEL	LUPUS ANTIGOAGULANT EVAL	27.65
11150	83002	LUTEINIZING HORMONE	19.95
22000	86617	LYME DISEASE AB IGG/M	92.05
23250	86618	LYME DISEASE C6 AB W/RFX	21.50
22375	85549	LYSOZYME, SERUM	41.90
27165	85549	LYSOZYME, URINE	39.13
27170	84999	MACROAMYLASE	58.48
10300	83735	MAGNESIUM	5.75
28920	PANEL	MAGNESIUM, RANDOM URINE	24.05
20140	83735	MAGNESIUM, RBC	27.65
28925	83735	MAGNESIUM, URINE	34.25
5560	87207	MALARIA SMEAR	4.95
23335	83785	MANGANESE, SERUM/PLASMA	34.40
27175	83785	MANGANESE, WHOLE BLOOD	38.70
22545	PANEL	MATERNAL CELL STUDY	138.05
23565	PANEL	MEN2 AND FMTC MUTATIONS	184.04
20625	83825	MERCURY, 24 HR URINE	40.95
20620	PANEL	MERCURY, RANDOM URINE	40.95
21010	83825	MERCURY, WHOLE BLOOD	40.95
28960	83840	METHADONE AND METABOLITE URINE	53.75
23580	83840	METHADONE QUANT, SERUM	48.92
29310	80299	METHOTREXATE	47.69
20560	83921	METHYLMALONIC ACID, SERUM	65.35
20630	83921	METHYLMALONIC ACID, URINE	65.35
19205	80299	METRONIDAZOLE LEVEL, BA	26.84
23650	PANEL	MICROALBUMIN, INTACT, W/CREAT	54.07
16380	87070	MISC/ROUTINE CULTURE	28.65
25860	83520	MITOCHONDRIA M2 AB IGG, EIA	25.80
29110	86255	MITOCHONDRIAL ANTIBODIES	13.35
25970A	PANEL	MLH1 & MSH2 MUTATIONS, PART-A	418.53
25970B	83898	MLH1 & MSH2 MUTATIONS, PART-B	418.53
25970C	83904	MLH1 & MSH2 MUTATIONS, PART-C	418.53
23735	83018	MOLYBDENUM, WHOLE BLOOD	43.43
25815	87641	MRSA QUALITATIVE RT PCR	65.36
16490	87081	MRSA SCREEN	19.55
23375	87556	MTB COMPLEX PCR, NON-RESPIRATO	80.84
28330	87556	MTB COMPLEX PCR, RESPIRATORY	80.84
20980	PANEL	MTHFR GENOTYPE	141.25
23575	PANEL	MUCOLIPIDOSIS TYPE IV MUTATION	126.85
27465	86735	MUMPS AB, IGG	84.80
20740	86735	MUMPS AB, IGM EIA	37.75
23500	83789	MYCOPHENOLIC ACID	52.24
18575	86738	MYCOPLASMA IGG AB	17.29

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
20895	86738	MYCOPLASMA PNEUMONIAE	31.75
21835	87109	MYCOPLASMA/UREAPLASMA CULT	68.10
20680	83873	MYELIN BASIC PROTEIN	45.10
20805	86021	MYELOPEROXIDASE (MPO) AB	57.55
21500	83874	MYOGLOBIN, SERUM	45.55
21685	PANEL	N-TELOPEPTIDE, URINE	53.85
19075	86741	N. MENINGITIDIS IgG VACCINE	22.15
19080	87147	N. MENINGITIDIS SEROTYPING	44.72
19070	80299	NAFACILLIN LEVEL	26.84
16740	87070	NASOPHARYNX CULTURE	28.65
18600	86609	NEISSERIA GONORRHOEAE	6.50
19085	80299	NEOMYCIN LEVEL	26.84
20745	83520	NEURON SPECIFIC ENDOLASE	40.05
20285	86255	NEURONAL NUCLEAR (ANTI-RI) AB	92.05
26370	86021	NEUTROPHIL AB	67.51
23515	83887	NICOTINE AND METABOLITE, BLOOD	33.54
23525	83887	NICOTINE AND METABOLITE, S/P	33.54
23510	83887	NICOTINE AND METABOLITE, URINE	33.54
22560	PANEL	NIEMANN PICK DISEASE	83.75
18565	87449	NOROVIRUS, EIA (STOOL)	40.85
21290	80182	NORTRIPTYLINE (AVENTYL)	41.45
21190	82523	NTX TELOPEPTIDE	63.95
20255	86316	NUCLEAR MATRIX PROTEINS (NMP)	57.55
12200	82272	OCCULT BLOOD FECES	3.10
67535	80101	OPIATES, EIA W/GCMS CONF	14.20
21595	83918	ORGANIC ACIDS SCREEN	174.40
20920	83937	OSTEOCALCIN RIA	55.70
18910	87169	OVA & PARASITE, WORM PARASIT	31.48
12020	PANEL	OVA & PARASITES X1	9.50
12021	PANEL	OVA & PARASITES X2	18.95
12022	PANEL	OVA & PARASITES X3	28.45
19090	80299	OXACILLIN LEVEL	26.84
22530	83945	OXALATE, URINE	11.70
23505	83789	OXCARBAZEPINE METABOLITE S/P	30.53
28845	83925	OXYCODONE AND METAB TOTAL, UR	46.44
28610	80101	OXYCODONE SCRIN W/CONFIRMATION	47.73
27595	PANEL	PAI-1 4G/5G POLYMORPHISM	85.14
23065	85415	PAI-1 ACTIVITY	70.95
23990	82656	PANCREATIC ELASTASE 1	96.32
4097	88147	PAP - AUTOMATED	8.35
4098	88148	PAP AUTOMATED W/REScreen	8.35
288142	88142	PAP, THIN LAYER PREPARATION	23.05
288174	88174	PAP, THIN LAYER PREPARATION	23.05
288175	88175	PAP, THIN LAYER W/REScreen	23.05
19650	86790	PARAINFLUENZA AB (1,2,3)	86.00
23270	87279	PARAINFLUENZA AG DETEC, DFA	64.50
23140	PANEL	PARATHYROID HORMONE C-TERMINAL	124.70
29150	86255	PARIETAL CELL ANTIBODY	59.15
8060	85730	PARTIAL THROMBOPLASTIN	4.75
23570	86747	PARVOVIRUS B19 AB IGG	30.10
23730	86747	PARVOVIRUS B19 AB IGM	30.10
20050	86747	PARVOVIRUS B19 ABS IGG/M	64.45

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
22630	87798	PARVOVIRUS B19 DNA, PCR	65.35
19095	80299	PENICILLIN LEVEL	26.84
11728	80101	PHENCYCLIDINE (PCP) URINE W/CO	4.85
26320	83992	PHENCYCLIDINE GC/MS	48.92
11520	80184	PHENOBARBITAL	16.95
27185	84030	PHENYLALANINE	37.84
21525	PANEL	PHENYLALANINE + TYROSINE	80.10
11440	80185	PHENYTOIN	13.55
23365	80186	PHENYTOIN, FREE	21.50
28005	84311	PHEOLPHTHALEIN, FECES	21.41
27515	86148	PHOSPHATIDYLSERINE (IgG & IgM)	66.65
20975	86148	PHOSPHATIDYLSERINE AB	104.00
27190	84311	PHOSPHOLIPIDS	33.97
9110	84100	PHOSPHORUS	3.60
10460	84105	PHOSPHORUS, URINE 24HR	3.60
12100	87172	PINWORM PREPARATION	3.80
19100	80299	PIPERACILLIN LEVEL	26.84
20635	85415	PLASMINOGEN, ACTIVATOR	50.65
20925	85421	PLASMINOGEN, ANTIGENIC	34.45
23395	85420	PLASMINOGEN, FUNCTIONAL	60.20
5500	85049	PLATELET COUNT	3.60
19045	86609	PNEUMOCOCCAL AB IGG,14 SEROTYP	96.65
19040	86609	PNEUMOCOCCAL AB IgG,6 PNL	45.15
25550	86609	PNEUMOCOCCAL AB PREVNAR (R)	90.30
20685	87281	PNEUMOCYSTIS CARINII	38.65
18540	86658	POLIO VIRUS AB (1,2,3)	8.69
18640	86382	POLIOVIRUS AB, NEUTRALIZATION	34.62
23760	84110	PORPHOBILINOGEN QT, RANDOM UR	21.07
21580	84110	PORPHOBILINOGEN, 24 HR UR	22.55
27930	84127	PORPHYRINS, FECAL QL	25.90
21555	84120	PORPHYRINS, FRACT 24 HR UR	41.90
22950	82492	PORPHYRINS, FRACTIONATED PL	53.75
25695	84120	PORPHYRINS, FRACTIONATED QT UR	39.13
9220	84132	POTASSIUM	2.55
10350	84133	POTASSIUM, 24 HR URINE	2.55
29040	84134	PREALBUMIN	90.95
11210	84703	PREGNANCY SERUM	7.60
21810	84138	PREGNANETRIOL, URINE	53.75
21675	84140	PREGNENOLONE	49.70
299026	87088	PRESUMPTIVE ORGANISM ID, URINE	5.73
299027	87088	PRESUMPTIVE ORGANISM ID, URINE	5.73
299029	87088	PRESUMPTIVE ORGANISM ID, URINE	5.73
299030	87088	PRESUMPTIVE ORGANISM ID, URINE	5.73
299031	87088	PRESUMPTIVE ORGANISM ID, URINE	5.73
22495	83880	PROBNP, N TERMINAL	59.35
11560	80192	PROCAINAMIDE - NAPA	17.65
11250	84144	PROGESTERONE	19.50
21575	84206	PROINSULIN	78.70
11110	84146	PROLACTIN	20.50
27205	83883	PROPERDIN FACTOR B	28.38
26020	83925	PROPOXYPHENE CONF (GCMS)	60.75
20085	85303	PROTEIN C	65.35

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
22980	PANEL	PROTEIN C & PROTEIN S TOTAL AG	141.47
20810	85302	PROTEIN C ANTIGEN	69.50
21475	85303	PROTEIN C W/RFLX	65.35
22720	PANEL	PROTEIN ELECTROPHORESIS, CSF	13.40
9510	PANEL	PROTEIN ELECTROPHORESIS, SERUM	9.35
10325	PANEL	PROTEIN ELECTROPHORESIS, URINE	14.45
20075	85306	PROTEIN S	79.60
23125	PANEL	PROTEIN S AG & FREE	165.66
20865	85305	PROTEIN S ANTIGEN	81.90
22670	85306	PROTEIN S FREE	83.75
21470	85306	PROTEIN S W/RFX	79.60
9310	84155	PROTEIN TOTAL	2.00
23820	84157	PROTEIN TOTAL, PERITONEAL FLUI	12.90
23815	84157	PROTEIN TOTAL, PLEURAL FLUID	12.90
10320	84156	PROTEIN, 24 HR URINE	4.65
26135	84157	PROTEIN, FLUID	16.85
23055	83520	PROTHROMBIN FRAG 1.2	58.05
8020	85610	PROTHROMBIN TIME	3.00
10910	84153	PSA	11.90
29200	PANEL	PSA FREE & TOTAL (HYBRITECH)	43.65
21365	84153	PSA POST PROSTATECTOMY	39.60
27310	84153	PSA W/REFLEX TO FREE	69.23
29220	84153	PSA W/RFLX FREE PSA (HYBRITECH)	11.90
29175	83970	PTH INTACT	31.80
29215	PANEL	PTH INTACT	31.80
20900	83519	PTH RELATED PROTEIN	84.70
25765	85730	PTT-LA W/RFLX TO HEXOGONAL PHA	19.35
23160	86255	PURKINJE CELL (YO) AB SCR W/RF	60.20
19105	80299	PYRAZINAMIDE LEVEL	26.84
11540	80194	QUINIDINE	14.80
18625	86317	RABIES ANTIBODY, ELISA	11.84
28560	87254	RAPID VIRAL RESPIRATORY W/RFX	77.40
5020	85041	RED CELL COUNT	3.70
9255	80069	RENAL	22.70
20115	84244	RENIN	45.15
23880	84244	RENIN ACTIVITY	15.25
19110	86756	RESPIRATORY SYNCYTIAL VIRUS	9.68
20750	86255	RETICULIN AB	29.95
5530	85045	RETICULOCYTE COUNT	3.55
55960	86431	RHEUMATOID FACTOR	3.55
18550	86431	RHEUMATOID FACTOR FLUID	8.43
18890	86430	RHEUMATOID FACTOR, LA	12.13
20965	PANEL	RICKETTSIAL DISEASE	134.85
27860	83520	RNA POLYMERASE III Ab	32.25
26640	86235	RNP ANTIBODY	23.65
6020	86592	RPR W/RFX TPPA	3.10
6032	86592	RPR W/TITER	3.10
20690	87280	RSV AG DETECTION, DFA	32.25
18905	87420	RSV ANTIGEN EIA	39.56
23995	87798	RSV RNA QUAL	129.00
7100	86762	RUBELLA IGG ANTIBODY	6.85
29055	86762	RUBELLA IGM	10.95

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
82455	PANEL	RUBELLA/RUBEOLA-IGG/MUMPS AB	176.30
27460	86765	RUBEOLA (MEASLES) IGM	97.40
26525	86765	RUBEOLA AB IgG (ELISA)	15.00
21496	86671	SACCHAROMYCES CEREVISIAE G&A	110.45
21495	86671	SACCHAROMYCES CEREVISIAE IGA	55.25
21490	86671	SACCHAROMYCES CEREVISIAE IGG	55.25
11400	80196	SALICYLATES	6.20
19115	87147	SALMONELLA SEROTYPING	29.24
23725	86768	SALMONELLA TOTAL AB EIA	39.99
18590	86682	SCHISTOSOMA IgG AB	11.61
29180	86235	SCLERODERMA-70	19.30
12400	89320	SEMEN ANALYSIS	58.05
12450	89240	SEMEN ANALYSIS NON VIABLE	58.05
28785	86703	SEROLOGICAL ANTIBODY TEST	17.90
47360	86703	SEROLOGICAL ANTIBODY TEST	17.90
47365	86703	SEROLOGICAL ANTIBODY TEST	17.90
22370	84260	SEROTONIN, BLOOD	87.90
46785	84270	SEX HORMONE BINDING GLOBULIN	42.70
5780	85660	SICKLE CELL SCREEN	3.60
21650	80195	SIROLIMUS	56.60
29090	86235	SJOGREN'S ANTIBODIES	22.85
29400	86235	SJOGRENS ABS (SSA)	23.22
29405	86235	SJORGRENS SS-B	23.22
29100	86235	SM AND SM/RNP ANTIBODIES	21.40
29410	86235	SM/RNP	23.22
12320	89190	SMEAR FOR EOSINOPHILS	3.20
27520	86235	SMITH ANTIBODY IGG	16.10
29105	86255	SMOOTH MUSCLE ANTIBODY	25.45
9210	84295	SODIUM	2.00
10340	84300	SODIUM, 24 HR URINE	2.10
23440	84302	SODIUM, FECES	23.22
23720	83520	SOLUBLE LIVER AG (SLA)	34.40
21125	84238	SOLUBLE TRANSFERRIN RECEPTOR	87.45
12430	89240	SPERM COUNT	25.95
12420	89321	SPERM PRESENCE	11.05
23465	86226	SSDNA IgG ANTIBODY	56.01
22050	82365	STONE ANALYSIS	33.15
16410	PANEL	STOOL CULTURE	12.90
16550	87430	STREP A EIA	7.45
20165	86403	STREPTOZYME	15.65
20755	86255	STRIATIONAL AB	38.65
18900	86682	STRONGLYLOIDES IgG Ab	13.66
18545	83520	SUBSTANCE P EIA	50.31
27790A	PANEL	SUBTELOMERE SCREEN, FISH	236.50
27790B	PANEL	SUBTELOMERE SCREEN, FISH	236.50
288143	88142	SUREPATH PAP	23.05
12520	89051	SYN FL COUNT & DIFP	16.85
12500	89060	SYNOVIAL CRYSTALS	3.55
900	PANEL	SYNOVIAL FLUID ANALYSIS	9.70
23455	PANEL	T-CELL RECPTOR GENE REARRANGE	126.42
6023	86781	T. PALLIDUM-PA (T. PALLIDUM AB	8.15
20600	PANEL	T3 FREE BY DIAYSIS	92.05

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
20555	84482	T3 REVERSE	80.10
11050	84480	T3 TOTAL	15.90
11042	84479	T3-UPTAKE	4.30
21515	84439	T4 FREE BY DIALYSIS	43.25
11041	84436	T4 TOTAL	4.30
23390	86294	TA90 IMMUNE COMPLEX	58.91
21300	80197	TACROLIMUS (FK506)	57.05
21760	PANEL	TAY-SACHS DISEASE	111.35
20760	84442	TBG (T4 BINDING GLOBULIN)	42.35
21005	84235	TBII	96.20
22945	86331	TEICHOIC ACID W/RFX TO TITER	27.95
21370	PANEL	TESTO FREE AND TOTAL LC/MS/MS	81.90
21865	PANEL	TESTO FREE BIOAVAILABLE	113.20
11130	84403	TESTOSTERONE TOTAL	18.90
46775	PANEL	TESTOSTERONE, FREE & WEAKLY BO	37.60
25810	84403	TESTOSTERONE, TOTAL	64.50
21025	86774	TETANUS ANTITOXID AB	40.95
18885	80299	TETRACYCLINE LEVEL	26.84
11480	80198	THEOPHYLLINE	14.00
16390	87070	THROAT CULT-DEFINITIVE	7.85
16340	87081	THROAT-BETA STREP	3.10
21655	85670	THROMBIN TIME	34.55
22410	PANEL	THROMBOPHILIA DNA MUTATION	264.10
48979	PANEL	THYROGLOB/THYR PEROX	97.42
29145	PANEL	THYROGLOB/THYROGLOB ABS	76.35
29130	PANEL	THYROID ANTIBODIES	17.20
29065	86376	THYROID PEROXIDASE (TPO)	11.25
11070	84443	THYROID STIMULATING HORMONE (T	18.10
20280	84445	THYROID STIMULATING IMMUNOGLOB	131.60
11040	84439	THYROXINE-FREE	12.35
18510	PANEL	TICK BORNE DISEASE AB PNL	156.61
21730	83516	TISSUE TRANSGLUT IGG/IGA	62.60
21035	83516	TISSUE TRANSGLUTAMINASE IGA	31.30
21037	83516	TISSUE TRANSGLUTAMINASE IGA	31.30
23035	83516	TISSUE TRANSGLUTAMINASE IGG	31.30
11600	80200	TOBRAMYCIN	16.65
11601	80200	TOBRAMYCIN PEAK	16.65
11602	80200	TOBRAMYCIN TROUGH	16.65
22365	80201	TOPIRAMATE (TOPOMAX)	43.75
1465	PANEL	TORCH ANTIBODIES - IgG	223.10
18605	86682	TOXOCARA	9.36
25950	86777	TOXOPLASMA AB IGG	13.55
25960	PANEL	TOXOPLASMA AB IGG/IGM	104.35
25955	86778	TOXOPLASMA AB IGM	13.35
4085	PANEL	TPPT W/HPV REFLEX & GC/CT	38.45
29045	84466	TRANSFERRIN	57.55
18635	86784	TRICHINELLA IGG AB ELISA	10.00
9610	84478	TRIGLYCERIDES	3.65
19130	80299	TRIMETHOPRIM/SULFAMETHOZAZOLE	26.84
29120	84484	TROPONIN I	55.65
28250	84484	TROPONIN T	40.85
18930	86753	TRYPANOSOMA CRUZI AB PNL IFA	12.24

TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
21860	83520	TRYPTASE	52.95
22400	84443	TSH ULTRA	35.00
20695	83520	TUMOR NECROSIS FACTOR-ALPHA	69.05
25885	PANEL	UGT1A1 GENE POLYMORPHISM	150.50
9030	84520	UREA NITROGEN	3.60
10401	84545	UREA NITROGEN CLEARANCE	29.20
10380	84540	UREA NITROGEN, URINE	3.60
9120	84550	URIC ACID	3.60
10330	84560	URIC ACID, 24 HR URINE	3.60
26115	84560	URIC ACID, FLUID	14.75
8600	81001	URINALYSIS	2.90
8605	81003	URINALYSIS-MACRO	2.45
8640	81003	URINALYSIS-MACROSCOPIC ONLY	3.85
16440	87086	URINE CULT - COLONY COUNT	20.50
11530	80164	VALPROIC ACID	14.35
11610	80202	VANCOMYCIN	16.65
20770	86787	VARICELLA ZOSTER AB	69.95
20640	86787	VARICELLA ZOSTER AB IGG	12.35
20700	86787	VARICELLA ZOSTER AB IGM	40.60
28160	87254	VARICELLA ZOSTER CULTURE,	55.90
20765	87290	VARICELLA ZOSTER, DFA	25.35
20705	84586	VASOCTIVE INTESTINAL POLYPEP	93.90
23600	86592	VDRL CSF	3.85
23625	86592	VDRL, SERUM	2.60
99110	36415	VENIPUNCTURE CHARGE	2.60
22555	87901	VEROLOGY GENOTYPE GRAPHICAL	202.45
22490	PANEL	VEROLOGY GP41 ENVELOPE	202.45
20110	87252	VIRAL CULTURE	82.85
20210	87535	VIROLOGY DNA QUAL	104.00
20550	87901	VIROLOGY GENOTYPE	202.45
21100	87536	VIROLOGY RNA QT BDNA	156.90
29190	87536	VIROLOGY RNA QT PCR	98.95
21885	87536	VIROLOGY RNA QT PCR EXPANDED	115.05
29125	86689	VIROLOGY TESTING	50.05
22300	PANEL	VIROLOGY VIRTUAL PHENOTYPE	202.45
20970	86702	VIROLOGY-2 AB EIA	80.55
21140	86689	VIROLOGY-2 WESTERN BLOT	46.05
21170	85810	VISCOSITY, SERUM	31.75
20505	84590	VITAMIN A (RETINOL)	40.95
20815	84425	VITAMIN B1 THIAMINE WB	50.65
5920	82607	VITAMIN B12	14.25
21535	82608	VITAMIN B12 BINDING CAPACITY	36.35
5900	PANEL	VITAMIN B12-FOLATE	25.25
22020	84207	VITAMIN B6	72.25
20220	82180	VITAMIN C	52.00
23805	82306	VITAMIN D 25 HYDROXY LCMSMS	96.32
20520	82652	VITAMIN D, 1,25 DIHYDROXY	104.45
20525	84446	VITAMIN E (TOCOPHEROL)	35.45
21435	84597	VITAMIN K	98.50
21240	PANEL	VMA, 24 HR URINE	52.45
21235	PANEL	VMA, RANDOM UR	34.05
22145	PANEL	VMA/METANEPHRINE/CATECHOL	167.95



TEST NUMB.	CPT	TEST DESCRIPTION	CLIENT
20715	85247	VON WILLEBRAND AG, MULTIMERS	101.25
28735	PANEL	VON WILLEBRAND COMP PANEL	311.50
20870	85246	VON WILLEBRAND FACTOR	67.65
19405	80299	VORICONAZOLE LEVEL	68.37
16370	PANEL	VRE SCREEN	19.55
19655	87798	VZV DNA, QUAL REAL TIME PCR	96.32
16325	89055	WBC, STOOL	3.20
22805	PANEL	WEST NILE VIRUS	51.55
23290	86788	WEST NILE VIRUS AB IGM, SERUM	24.08
12120	87210	WET MOUNT	3.20
5010	85048	WHITE CELL COUNT	2.10
22940	PANEL	WNV AB IGG/IGM CSF	51.55
23660	PANEL	Y CHROMOSOME MICRODELETION,	139.92
16200	87102	YEAST SCREEN	19.55
19140	86793	YERSINIA ENTEROCOLITICA AB	12.90
21855	84202	ZINC PROTOPORPHYRIN	43.75
27250	84630	ZINC, 24 HR UR	30.53
21970	84630	ZINC, PLASMA	32.70
23325	84630	ZINC, RBC	35.69
22435	80299	ZONISAMIDE	45.55

SEND OUT TESTS ARE IDENTIFIED BY A '+'. THESE TESTS WILL RECEIVE A HANDLING CHARGE (TEST #0996) ADDED TO THE PRICE.

Disclaimer:

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

EXHIBIT B  
PAYMENT TERMS

1. County will pay Contractor upon successful completion and acceptance of the following services listed below, within (30) days, upon receipt of invoice.
  - Unilab Corporation dba Quest Diagnostics will invoice the County, patient, Medicare, Medicaid or other third party payor in accordance with the specific needs of the County and applicable federal state statutes and regulations at the fees set forth in **Appendix A**. The fees set in **Appendix A** shall be subject to change in accordance with the mutual agreement of the parties during each renewal term of this Agreement.
  - When Unilab Corporation dba Quest Diagnostics properly bills County for Services, the County agrees to compensate Unilab Corporation dba Quest Diagnostics within thirty (30) days of the date of Unilab Corporation dba Quest Diagnostics invoices for Laboratory Services.
  - Contractor will provide lab services to Behavioral Health Care Outpatient Clinics at the following rates: See attached Price List (page 1-20) – **Appendix A**.
2. Invoices will be approved by the County's representative: Fiona Mar, Supervising Financial Services Specialist or her designee. All invoices under this Agreement shall be sent to:

*COUNTY OF ALAMEDA  
Behavioral Health Care Services  
2000 Embarcadero, Suite 101  
Oakland, CA 94606-5300  
Attn: Diana Cruz, Senior Financial Services Specialist*
3. Total payment under the terms of this Agreement will not exceed the total amount of *One Hundred Thousand Dollars (\$100,000.00)*. This cost includes all taxes and all other charges.
4. Upon award of this agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties, and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
2. The term of this Agreement is July 1, 2008 through June 30, 2010.

**EXHIBIT C**  
**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</b>	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 - 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-002336166-15

**PRODUCER**

MARSH USA, INC.  
ATTN: JANET T. NORMAN  
1166 AVENUE OF THE AMERICAS, 8TH FL.  
(P) 212/345-5029  
(F) 212/345-7616  
NEW YORK, NY 10036

37986 -MAIN--07/08 XXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** QUEST DIAGNOSTICS INCORPORATED
- COMPANY  
**B** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
- COMPANY  
**C** N/A
- COMPANY  
**D** LEXINGTON INSURANCE COMPANY

**INSURED**

QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES  
RISK MANAGEMENT DEPT.  
3 GIRALDA FARMS  
MADISON, NJ 07940

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	"\$2,000,000 SELF INSURED RETENTION"	12/31/07	12/31/08	GENERAL AGGREGATE	\$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 2,000,000
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
B	<b>AUTOMOBILE LIABILITY</b>	TC2JCAP-266T3603-TIL-07	12/31/07	12/31/08	COMBINED SINGLE LIMIT	\$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
D	<b>EXCESS LIABILITY</b>	8122778	12/31/07	12/31/08	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	TC2JUB-266T3523-07 (AOS)	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		TRJUB-266T3535-07 (AZ, MA, OR, WI)	12/31/07	12/31/08	OTHER	
					EL EACH ACCIDENT	\$ 2,000,000
					EL DISEASE-POLICY LIMIT	\$ 2,000,000
A	<b>OTHER PROFESSIONAL LIAB. CLAIMS MADE</b>	"\$5,000,000 SELF-INSURED RETENTION"	12/31/07	12/31/08	EL DISEASE-EACH EMPLOYEE	\$ 2,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

COUNTY OF ALAMEDA, BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED.

**CERTIFICATE HOLDER**

ALAMEDA COUNTY BEHAVIORAL HEALTHCARE  
ATTN: JULIE FUNG  
2000 EMBARCADERO  
SUITE 101  
OAKLAND, CA 94606

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
Marsh USA Inc.  
BY: Edward J. Basso



MM1(3/02)

VALID AS OF: 04/17/08

# ADDITIONAL INFORMATION

NYC-002336166-17

DATE (MM/DD/YY)

04/24/08

**PRODUCER**

MARSH USA, INC.  
ATTN: JANET T. NORMAN  
1166 AVENUE OF THE AMERICAS, 8TH FL.  
(P) 212/345-5029  
(F) 212/345-7616  
NEW YORK, NY 10036

37986 -MAIN-07/08

XXX 2NDPG

**COMPANIES AFFORDING COVERAGE**

COMPANY

E

COMPANY

F

**INSURED**

QUEST DIAGNOSTICS INCORPORATED AND  
ITS WHOLLY OWNED SUBSIDIARIES  
RISK MANAGEMENT DEPT.  
3 GIRALDA FARMS  
MADISON, NJ 07940

COMPANY

G

COMPANY

H

**TEXT****ADDITIONAL INSURED ENDORSEMENT**

ANY INDIVIDUAL OR ENTITY TO WHOM THE INSURED BECOMES OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WHICH REQUIRES THE INSURED TO FURNISH INSURANCE TO THAT INDIVIDUAL OR ENTITY OF THE TYPE PROVIDED BY THE POLICY, BUT ONLY WITH RESPECT TO BODILY INJURY, PROPERTY DAMAGE, OR PERSONAL INJURY AND ADVERTISING INJURY ARISING OUT OF YOUR PRODUCT(S) OR YOUR OPERATIONS.

**CERTIFICATE HOLDER**

ALAMEDA COUNTY BEHAVIORAL HEALTHCARE  
ATTN: JULIE FUNG  
2000 EMBARCADERO  
SUITE 101  
OAKLAND, CA 94606

Marsh USA Inc.

Edward J. Basso



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION  
For Procurements Over \$25,000**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Unilab Corporation d/b/a Quest Diagnostics

PRINCIPAL: Thomas M. Martucci TITLE: Sales Director

SIGNATURE:  DATE: 5/30/08

## **EXHIBIT E**

### **COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**Exhibit F**

**Business Associate Provisions**  
**(HIPAA)**

**Regulatory References.** All references to regulatory sections, parts and subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, unless otherwise specified.

**Definitions**

Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Parts 160 and 164 (the "HIPAA Privacy Rule"). In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of the HIPAA Privacy Rule, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. All regulatory references in this Agreement are to HIPAA Privacy Rule unless otherwise specified.

***Business Associate.*** "Business Associate" shall mean **(Unilab Corporation dba Quest Diagnostics)**.

***Covered Entity.*** "Covered Entity" shall mean the County of Alameda, Behavioral Health Care Services, a part of the County of Alameda "hybrid entity" subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

***Individual.*** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

***Privacy Rule.*** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

***Protected Health Information.*** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

***Required By Law.*** "Required by law" shall have the same meaning as the term "required by law" in section 164.501.

***Secretary.*** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

**Obligations Related to the Uses and Disclosures of PHI**

- (a) Business Associate acknowledges and agrees that all PHI that is created or received in any form (including paper record, oral communication, audio recording and electronic display) by Business Associate on Covered Entity's behalf or is created or received in any such form by Covered Entity or its operating units and disclosed or made available to Business Associate pursuant to this Agreement shall be subject to these additional provisions and to the provisions of the Privacy Rule as currently written or subsequently amended. In the event of a conflict between the terms of this Exhibit and the provisions of the Privacy Rule currently in effect, the provisions of the Privacy Rule shall control.



- (1) Business Associate provides services for the Covered Entity that involve the use of PHI which services are described in this Agreement. Except as otherwise specified herein, Business Associate may use PHI to the limited extent necessary to perform its obligations as set forth in this Agreement. In so doing, Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees and to its subcontractors and agents in conformity with the provisions of paragraph (g) below. Uses and disclosures of PHI in connection with the performance of functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, are permitted provided that such uses or disclosures would not violate the Privacy Rule if done by Covered Entity.
  - (2) Business Associate may use and disclose PHI as permitted in Sections 164.502(j)(1) and 164.504.
- (c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law.
  - (d) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
  - (e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees of Business Associate do not cause Business Associate to breach the terms of this Agreement.
  - (f) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI, of which it becomes aware, that is not directly related to Business Associate's performance of the Scope of Work set forth in this Agreement.
  - (g) Business Associate agrees to ensure that any employee or agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall not subcontract with respect to this Agreement without the advanced consent of Covered Entity.
  - (h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate further agrees that upon written request, it will make available during normal business hours at Business Associate's offices all records, books, agreements, policies and procedures relating to the use and or disclosure of PHI to the Covered Entity within a reasonable time period for purposes of enabling the Covered Entity to determine Business Associate's compliance with the terms of this Agreement.
  - (i) To the extent Business Associate is required to make PHI available to an Individual pursuant to Sections 164.524 and/or 164.526, Business Associate shall do so solely by way of coordination with Covered Entity.
  - (j) Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such documentation and other related information

to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Obligations upon Termination or Expiration of Agreement

- (k) Covered Entity has the right to terminate this Agreement as set forth in this Agreement and as otherwise permitted by applicable state and federal law. In the event of termination for any reason, or upon the expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.  
This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (l) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- (m) *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (n) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (o) *Survival.* In addition to the provisions with respect to survival as set forth in this Agreement, the following shall apply. The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Agreement shall survive said termination, cancellation or expiration of this Agreement, and shall continue to bind Business Associate, its agents, employees, contractors and successors as set forth herein.
- (p) *Third Parties.* Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities except as expressly stated in the Privacy Rule.
- (q) *Preemption.* The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of PHI under the HIPAA Privacy Rule. The use and disclosure of individually identified health information is also covered by applicable California law. To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and disclosure of confidential information related to the performance of this Agreement.
- (r) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.