



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER  
 WSH70316

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 ROBERTA WAGNER  
 304-558-0067

\*713133556 800-828-7300  
 LABORATORY CORPORATION OF AMER  
 6370 WILCOX ROAD

DUBLIN OH 43016-1296

HEALTH AND HUMAN RESOURCES  
 WILLIAM R. SHARPE JR. HOSPITAL  
 CENTRAL RECEIVING  
 936 SHARPE HOSPITAL ROAD  
 WESTON, WV 26452 304-269-1210

DATE PRINTED 04/24/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 05/29/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		956-70		
<p>OPEN-END BLANKET ORDER</p> <p>OPEN END CONTRACT FOR LABORATORY SERVICES</p> <p>TO PROVIDE LABORATORY SERVICES TO WILLIAM R. SHARPE, JR. HOSPITAL IN WESTON, WV, PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 614 889 1061 DATE: 5/21/07  
 TITLE: V.P. Controller FEIN: 133757370 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p><b>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.      **LabCorp Response located in TAB 3</b></p> <p>REV. 3/88</p> <p><b>INQUIRIES WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MAY 8, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF</b></p>						

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<p>POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.            PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: right;">**LabCorp Response located in TAB 3</p>						

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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

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<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF</p>						

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<p>TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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Open End Contract for Laboratory Services  
WSH70316

1.1 Purpose:

To provide Laboratory services to William R. Sharpe, Jr. Hospital in Weston, WV per the attached specifications.

1.2 Specifications Requirements

Software and Hardware

- 1. Successful Vendor will purchase, install and maintain at its expense the Laboratory Data Management software (LDM System).

The LDM System shall communicate exclusively with Vendor, shall relate directly to Vendor services being provided by Vendor to Sharpe Hospital. Sharpe Hospital will be provided the LDM System for the sole purpose of receiving, storing and recalling laboratory test results and use of Sharpe Hospital patient demographics for test ordering via the LDM System.

\*\*LabCorp Response located in TAB 3

- 2. Following installation of the LDM System, Vendor shall be responsible for all maintenance, support and service fees required by the software developer which are related to Sharpe Hospital's system and the LDM System Software. Vendor shall also be responsible for all upgrade costs related to Sharpe Hospital's system that may be required.

\*\*LabCorp Response located in TAB 3

- 3. Successful Vendor shall retain its ownership interest to the LDM System and all related documents and materials. The LDM System shall be installed and used at Sharpe Hospital

\*\*LabCorp Response located in TAB 3

- 4. The Vendor will provide routine daily service with one (1) pick-up by 3:00 p.m. Lab results will be transmitted via computer to the hospital no later than 9:00 a.m. the following day. Preliminary culture results will be returned to the hospital in 24 hours, after pick-up, with final results in 48 hours. The vendor will provide six-day service to the hospital (Monday through Saturday) with the vendor calling the hospital on Saturday and conversing with the Nurse Clinical Coordinator to determine if Saturday pick-up is needed.

STAT testing will be provided 24 hours a day, six days per week (Monday through Saturday) and the results will be available within two (2) hours of pick-up. Pick-up will be made within one (1) hour of the call of a STAT.

\*\*LabCorp Response located in TAB 3

The Vendor will provide all supplies and materials required, such as tubes, needles, urine containers, etc.

\*\*LabCorp Response located in TAB 3

In order to provide online test results the vendor will install and maintain at its expense, in the hospital the following:

Personal Computer; Monitor; Modem  
Printer, Printer ribbons or laser printer cartridge;  
Laboratory Requisition forms;  
Laboratory Report paper and labels

The vendor will provide telephone line and toll free dial up services for the purpose of laboratory test result reception, storage, scanning inquiry and ordering. All software and hardware, provided by the vendor, remains the property of the vendor.

The vendor agrees to bear all costs associated with the repair and service to the computer and all equipment installed by the vendor.

\*\*LabCorp Response located in TAB 3

The Vendor will provide an itemized invoice monthly in arrears and statistical reports showing usage and volumes. (see Section 1.8) \*\*LabCorp Response located in TAB 3

The Vendor must be certified by Clinical Laboratory Improvement Amendments (CLIA) and also must meet all CAP (Certificate of Accreditation) Standards. The Vendor will provide a copy of Clinical Laboratory Improvement Amendments (CLIA) certificate and CAP certificate (Certificate of Accreditation) from the Centers for Medicare & Medicaid Services upon award of contract.

The Vendor shall operate in accordance with the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other Equivalent standards. \*\*LabCorp Response located in TAB 3

The Vendor will provide the Hospital with documentation of quality control measures being performed in the Laboratory upon request. Quality control data, quality assurance policies and results of proficiency testing surveys are available upon request.

\*\*LabCorp Response located in TAB 3

The Vendor will provide the Hospital the above services and all testing services required by the Hospital for the life of the contract. Price per test quoted by the Vendor will not change during the life of the contract.

\*\*LabCorp Response located in TAB 3

The list is only a listing representing the most required and/or requested tests needed for evaluation purposes only. Additional type of tests will be provided by the successful vendor, as ordered by the physician. A list of the type and estimated quantity of tests required by the Hospital is attached as Exhibit A. \*\*LabCorp Response located in TAB 3

1.3 Subcontracts prohibited

The Vendor will be solely responsible for all work performed under the contract. The Vendor will not enter into written subcontracts for performance of work under the contract without written permission of the agency.

\*\*LabCorp Response located in TAB 3

1.4 Compliance with Law and Regulation

The Vendor shall pay sales, use and personal property taxes arising out of this contact and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant thereto shall be borne by the vendor.

The Vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital licensure, state and federal labor laws, and laws, rules and policies related to the WV Department of Health and Human Resources.

The Vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with laboratory (phlebotomy) services. The Vendor shall appropriately train its employees in proper workplace safety requirements.

\*\*LabCorp Response located in TAB 3

1.5 Termination of the Contract

The Department of Health and Human Resources (Department) may terminate a contract resulting from the RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract to the satisfaction of the Department only with the approval of the Purchasing Division.

The Department shall provide the Vendor with notice of conditions endangering contract performance. If after such notice the vendor fails to remedy the conditions contained in the Notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately (only with approval of the Purchasing Division). The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

1.6 Record Retention and Confidentiality

The Vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State Fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the

contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

#### 1.7 Changes in Scope

The Department with the Vendor will negotiate formal contract amendments and change orders, whenever necessary, to address changes to the terms and conditions, costs of or scope of work included under the contract. An approved contract amendment means one approved by the WV Department of Health and Human Resources, the WV Purchasing Division and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and scope of work performed by the Vendor.

Vendor shall not change the scope of services to be conducted without the approval of the State. As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the Vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact a description of the price increase or decrease involved in implementing the change.

The Vendor will implement no changes in scope of the project until such time as an approved change order is received and approved.

#### 1.8 Invoices and Payments

The Vendor shall provide an itemized invoice to the Department monthly in arrears for actual usage. State law forbids payment of invoices prior to receipt of services. Invoice shall include patient name, date of service, description of service, per unit cost and total cost.

**LIFE OF CONTRACT:** This contract becomes effective on \_\_\_\_\_ and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 days written notice.

Unless specific provision are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

**RENEWAL:** This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing 30 days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

**CANCELLATION:** The Director or Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**QUANTITIES:** Quantities listed in the requisition are approximations only, based on estimates supplied by the State spending unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

**ORDERING PROCEDURE:** Spending Unit(s) shall issue a written state contract order (form number WV-39) to the Vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a 2nd copy mailed to the Purchasing Division and a 3rd copy retained by the spending unit.

**BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.

For LabCorp Pricing Proposal, please see Tab 2.

Item Number	Item Description (Test)	Estimated 12 month usage	Unit cost	Total Cost
1	Acetaminophen	0		
2	AFB cu	0		
3	Amitriptyline (Elavil) serum	6		
4	Ammonia, Plasma	24		
5	Amylase, serum	30		
6	Antinuclear antibodies (ANA)	12		
7	Beta-Hemolytic Strep A	0		
8	Bilirubin Total	6		
9	Bilirubin, Total/Direct, serum	12		
10	BUN	24		
11	C. diff. Toxin A	6		
12	C-Reactive Protein	10		
13	Calcium, serum	6		
14	Carbamazepine (Tegretol)	36		
15	CBC w/diff - platelet	2000		
16	Chlorpromazine, (Thorazine)	5		
17	Clomipramine (Anafranil) s.	6		
18	Clozapine (clozaril) serum	36		
19	Cortisol serum/plasma	6		
20	Creatinine Kinase (CK) MB/Total	20		
21	Creatinine Kinase, serum	24		
22	Creatinine, Serum	24		
23	Desipramine, serum	4		
24	Digoxin (Lanoxin)	12		
25	Estrogen	1		
26	Ethanol serum/blood	5		
27	Ethosuximide (Zarontin) serum	6		
28	Ferritin	6		
29	Fluoxetine (Prozac) serum	4		
30	Folates (Folic acid)	5		
31	Gabapentin (Neurotin) serum	10		
32	Gabrilil serum	0		
33	Glucose, 2hr P.P.	12		
			<b>Grand Total:</b>	<b>\$</b>
		<b>Estimated 12 month usage</b>	<b>Unit Cost</b>	<b>Total Cost</b>
34	Glucose serum	12		
35	Glucose plasma	12		
36	Gynecologic Mono-Layer PAP	7		
37	Haloperidol serum	8		
38	Hemoglobin A1C	80		
39	HCG Beta Subunit, Qual (s)	150		
40	Helicobacter Pylori, Igg	5		
41	Helper T-Lymph - CD4	8		
42	Hepatitis A AB Igm	10		
43	Hepatitis A AB, Total	10		
44	Hepatitis B Surface AB	150		
45	Hepatitis B Surface Ag	50		
46	Hepatitis Panel - A, B, C			
47	Imipramine (tofranil) serum	12		
48	Iron	12		
49	Iron/TIBC	12		
50	Lamotrigine (Lomictal) serum	15		
51	Lead (adult) blood	6		
52	LH & LSH	8		



For LabCorp Pricing Proposal, please see Tab 2.

Item Number	Frequently ordered panels - profiles, screens and cultures	Estimated 12 month usage	Unit Cost per panel	Total Cost
101	<b>Diagnostic Multi-Chem (28 tests) includes</b>	1500		
	Albumin	Phosphorous		
	Alkaline Phos	Potassium		
	ALT-SGPT	Sodium		
	AST-SGOT	Bilirubin, Total		
	BUN	Protein, Total		
	BUN/Creatinine	Triglycerides		
	Calcium	Uric Acid		
	Chloride	HDL Cholesterol		
	Cholesterol, Total	VLDL Cholesterol		
	Creatine	LDL Cholesterol, Calc		
	GGT	T. Chol/HDL Ratio		
	Glucose	Estimated CHD Risk		
	Iron, Total	Globulin, Total		
	LDH	A/G Ratio		
102	<b>Thyroid Profiles includes (4 tests)</b>	750		
	TSH (High Sensitivity)	T3 Uptake		
	T4 Thyroxine	Free Thyroxine Index		
103	<b>Electrolyte Panel includes (3 tests)</b>	125		
	Sodium			
	Potassium			
	Chloride			
104	<b>Drug Abuse Screen (seven) Urine, without confirmation</b>	700		
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencyclidine		
	Cannabinoid			
			<b>Grand Total:</b>	<b>\$</b>
Item Number		Estimated 12 month usage	Unit cost per panel	Total Cost
105	<b>HFP7 &amp; 3AC</b>	60		
	Protein, Total (s)	Alkaline phosphatase(s)		
	Albumin, (s)	LDG		
	Bilirubin, Total	AST (SGOT)		
	Bilirubin, Direct	ALT (SGPT)		
	Cholesterol, Total	GGT		
106	<b>Lipid Profile Four includes: (3 tests)</b>	100		
	Cholesterol, Total			
	Triglycerides			
	HDL Cholesterol			
107	<b>Drug Abuse Screen, Blood - without confirmation</b>	25		
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencycline		
	Cannabinoid			
	Cultures:			
108	Lower Respiratory Culture	20		
109	Upper Respiratory Culture	20		
110	General Bacterial Culture	15		
111	Blood Culture	5		
112	Stool Culture	5		

For LabCorp Pricing Proposal, please see Tab 2.

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113	Urine Culture			50		
114	Sputum Culture			5		
115	Sensitivity Organism					
116	<b>Heavy Metal Profile (Blood)</b>			20		
	Arsenic					
	Lead					
	Mercury					
					<b>Grand Total:</b>	<b>\$</b>
<b>Item Number</b>				<b>Estimated 12 month usage</b>	<b>Unit Price per panel</b>	<b>Total cost</b>
117	<b>Hepatitis Profile (Diagnostic follow-up)</b>			25		
	HBc Ag; anti-HBc;					
	anti-HBS; interpretation					
118	<b>Hepatitis Profile B &amp; C</b>			50		
	HBs Ag; HBc Ag; Anti-HBC, total					
	Anti-HBc; Igm; anti-HBc; anti-HBs					
	anti-HCV; interpretation					
119	<b>Hepatitis Profile A&amp;B</b>			20		
	Anti-HAV; total; anti HAV, Igm; HBs Ag;					
	HBc Ag; anti-HBC, total; anti-HBC, Igm;					
	anti-HBc; anti-HBS; interpretation					
120	<b>Hepatitis A Profile</b>			50		
	Anti-HAV, total; anti-HAV, Igm					
	interpretation					
121	<b>Hepatitis B Profile</b>			50		
	HBs Ag; HBc Ag; anti-HBc, total					
	anti-HBC, Igm; anti-HBc					
	anti-HBs; interpretation					
122	<b>Hepatitis C Virus Antibody</b>			40		
					<b>Grand Total:</b>	<b>\$</b>
				<b>SUM of all GRAND Totals</b>		<b>\$</b>

**AFFIDAVIT**

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**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

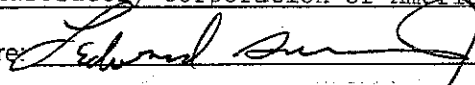
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Laboratory Corporation of America Holdings

Authorized Signature: 

Date: 5/21/07

WSH70316 Exhibit A--LabCorp Pricing Proposal

William R. Sharpe Jr. Hospital  
 936 Sharpe Hospital Road  
 Weston, WV 26452

Item Number	Item Description(Test)	Estimated 12 month usage	Unit Cost	Total Cost	LCA Code	LCA Test Description
1	Acetaminophen	0	\$35.00	\$0.00	007740	Acetaminophen (Tylenol), Serum
2	AFB cu	0	\$130.00	\$0.00	008466	Organism ID, Mycobacteria
3	Amitriptyline (Elavil) serum	6	\$20.00	\$120.00	007476	Amitriptyline (Elavil), Serum
4	Ammonia, Plasma	24	\$15.00	\$360.00	007054	Ammonia, Plasma
5	Amylase, serum	30	\$4.75	\$142.50	001396	Amylase, Serum
6	Antinuclear antibodies (ANA)	12	\$12.00	\$144.00	164855	ANA Qualitative
7	Beta-Hemolytic Strep A	0	\$7.00	\$0.00	008169	Beta Strep GP A Culture
8	Bilirubin Total	6	\$2.75	\$16.50	001099	Bilirubin, Total
9	Bilirubin, Total/Direct, serum	12	\$3.00	\$36.00	001214	Bilirubin, Total/Direct, Serum
10	BUN	24	\$2.75	\$66.00	001040	BUN
11	C. diff. Toxin A	6	\$12.00	\$72.00	086207	C difficile Toxins A+B, EIA
12	C-Reactive Protein	10	\$7.00	\$70.00	006627	C-Reactive Protein, Quant
13	Calcium, serum	6	\$2.75	\$16.50	001016	Calcium, Serum
14	Carbamazepine (Tegretol)	36	\$12.00	\$432.00	007419	Carbamazepine(Tegretol), Serum
15	CBC w/diff - platelet	2000	\$3.25	\$6,500.00	005009	CBC With Differential/Platelet
16	Chlorpromazine, (Thorazine)	5	\$35.00	\$175.00	072132	Chlorpromazine, Serum
17	Clomipramine (Anafranil) s.	6	\$25.00	\$150.00	706465	CLOMIPRAMINE, SERUM
	CLOZAPINE(CLOZARIL) SERUM	36	\$40.00	\$1,440.00	706440	Ciozapine (Clozari), Serum
19	Cortisol serum/plasma	6	\$12.00	\$72.00	004051	Cortisol
20	Creatinine Kinase (CK) MBfTotal	20	\$25.00	\$500.00	002311	Creatine Kinase (CK), MB/Total
21	Creatine Kinase, serum	24	\$2.75	\$66.00	001362	Creatine Kinase, Total, Serum
22	Creatinine, Serum	24	\$2.75	\$66.00	001370	Creatinine, Serum
23	Desipramine, serum	4	\$18.00	\$72.00	007765	Desipramine, Serum
24	Digoxin (Lanoxin)	12	\$9.00	\$108.00	007385	Digoxin (Lanoxin), Serum
25	Estrogen	1	\$30.00	\$30.00	004549	Estrogens, Total
26	Ethanol serum/blood	5	\$14.00	\$70.00	017996	Ethanol, Blood
27	Ethosuximide (Zarontin) serum	6	\$20.00	\$120.00	007443	Ethosuximide (Zarontin), Serum
28	Ferritin	6	\$10.00	\$60.00	004598	Ferritin, Serum
29	Fluoxetine (Prozac) serum	4	\$20.00	\$80.00	706838	FLUOXETINE (PROZAC), SERUM
30	Folates (Folic acid)	5	\$12.50	\$62.50	002014	Folates (Folic Acid), Serum
31	Gabapentin (Neurontin) serum	10	\$35.00	\$350.00	716811	GABAPENTIN (NEURONTIN), SERUM
32	Gabrilril serum	0	\$81.00	\$0.00	825893	Tiagabine (Gabitril)
33	Glucose, 2hr P.P.	12	\$2.75	\$33.00	002022	Glucose, Two-Hour Postprandial
			<b>Grand Total:</b>	<b>\$11,430.00</b>		
		<b>Estimated 12 month usage</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>LCA Code</b>	<b>LCA Test Description</b>
34	Glucose serum	12	\$2.75	\$33.00	001032	Glucose, Serum
35	Glucose plasma	12	\$2.75	\$33.00	001818	Glucose, Plasma
36	Gynecologic Mono-Layer PAP	7	\$27.00	\$189.00	192005	Gynecologic Mono-layer Pap
37	Haloperidol serum	8	\$20.00	\$160.00	070482	Haloperidol (Haldol), Serum
38	Hemoglobin A1C	80	\$7.25	\$580.00	001453	Hemoglobin A1c
39	HCG Beta Subunit, Qual (s)	150	\$7.00	\$1,050.00	004556	hCG, Beta Subunit, Qual, Serum
40	Helicobacter Pylori, Igg	5	\$25.00	\$125.00	162289	H. Pylori IgG, ABS
41	Helper T-Lymph - CD4	8	\$35.00	\$280.00	505008	Helper T-Lymph-CD4
42	Hepatitis A AB Igm	10	\$10.00	\$100.00	006734	Hep A Ab, Igm
43	Hepatitis A AB, Total	10	\$10.00	\$100.00	006726	Hep A Ab, Total
44	Hepatitis B Surface AB	150	\$8.00	\$1,200.00	006395	Hep B Surface Ab
45	Hepatitis B Surface Ag	50	\$8.00	\$400.00	006510	Hep B Surface Ag
46	Hepatitis Panel - A, B, C		\$37.00	\$0.00	322744	Hepatitis Panel (4)
47	Imipramine (tofranil) serum	12	\$20.00	\$240.00	007468	Imipramine (Tofranil), Serum
48	Iron	12	\$2.75	\$33.00	001339	Iron, Serum

WSH70316 Exhibit A--LabCorp Pricing Proposal

49	Iron/TIBC	12	\$7.75	\$93.00	001321	Iron and TIBC
50	Lamotrigine (Lamictal) serum	15	\$35.00	\$525.00	716944	LAMOTRIGINE (LAMICTAL), SERUM
51	Lead (adult) blood	6	\$12.00	\$72.00	007625	Lead, Blood (Adult)
52	LH & LSH	8	\$24.00	\$192.00	028480	FSH and LH
53	Lipase serum	30	\$5.75	\$172.50	001404	Lipase, Serum
54	Lithium	250	\$6.00	\$1,500.00	007708	Lithium (Eskalith), Serum
55	LP Lipo EI	8	\$70.00	\$560.00	235036	LP+LipoEI
56	Magnesium, serum	150	\$4.50	\$675.00	001537	Magnesium, Serum
57	Microalbumin, 24 hour urine	5	\$10.00	\$50.00	140050	Microalbumin, 24 hr Urine
58	Microalbumin, Random urine	10	\$10.00	\$100.00	149997	Microalbumin, Random Urine
59	Nortriptyline (Aventyl) serum	4	\$20.00	\$80.00	007393	Nortriptyline (Aventyl), Serum
60	Occult blood (stool)	6	\$10.00	\$60.00	008607	Occult Blood, Stool
61	Osmolality serum	2	\$6.25	\$12.50	002071	Osmolality, Serum
62	Osmolality, urine	2	\$6.25	\$12.50	003442	Osmolality, Urine
63	Ova & Parasite	2	\$14.00	\$28.00	008623	Ova + Parasite Exam
64	Perphenazine (Trilafon)	5	\$76.00	\$380.00	846881	Perphenazine (Trilafon)
65	Phenobarbital serum	10	\$13.00	\$130.00	007823	Phenobarbital, Serum
66	Phenytoin (Dilantin)	75	\$11.00	\$825.00	007401	Phenytoin (Dilantin), Serum
			<b>Grand Total:</b>	<b>\$9,990.50</b>		
		<b>Estimated 12 month usage</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>LCA Code</b>	<b>LCA Test Description</b>
67	Phosphorus	20	\$2.75	\$55.00	001024	Phosphorus, Serum
68	Potassium, Serum	20	\$2.75	\$55.00	001180	Potassium, Serum
69	Pregnancy Serum	0	\$7.00	\$0.00	004556	hCG, Beta Subunit, Qual, Serum
70	Pregnancy Test (Urine)	50	\$7.00	\$350.00	004036	Pregnancy Test, Urine
71	Primidone (Mysoline)	5	\$18.00	\$90.00	007856	Primidone (Mysoline), Serum
72	Prolactin	50	\$20.00	\$1,000.00	004465	Prolactin
73	Prostate-specific AG, Serum	50	\$10.00	\$500.00	010322	Prostate-Specific Ag, Serum
74	Protein serum	20	\$2.75	\$55.00	001073	Protein, Total, Serum
75	Prothrombin time	12	\$3.00	\$36.00	005199	Prothrombin Time (PT)
76	PT & PTT	250	\$6.50	\$1,625.00	020321	PT AND PTT
77	Reticulocyte count	10	\$6.00	\$60.00	005280	Reticulocyte Count
78	RNA - PCR - Quant.	8	\$120.00	\$960.00	162545	RNA, PCR, Quant
79	STS	600	\$4.50	\$2,700.00	006072	RPR
80	Sedimentation rate	20	\$5.00	\$100.00	005215	Sedimentation Rate-Westergren
81	Sodium serum	20	\$2.75	\$55.00	001198	Sodium, Serum
82	T3- uptake	6	\$3.25	\$19.50	001156	T3 Uptake
83	T4	6	\$3.25	\$19.50	001149	Thyroxine (T4)
84	T-Cell (T-Lymphocyte CD3 Cells)	8	\$50.00	\$400.00	096834	T-Lymphocyte CD3 Cells
85	Testosterone serum	2	\$18.00	\$36.00	004226	Testosterone, Serum
86	Theophylline serum	10	\$12.00	\$120.00	007336	Theophylline, Serum
87	Topiramate (Topamax) serum	6	\$50.00	\$300.00	716285	TOPIRAMATE (TOPAMAX), SERUM
88	T-Pallidum Ab (FTA-Ab)	5	\$12.00	\$60.00	006379	T pallidum Ab (FTA-Ab)
89	T-Pallidum Antibodies (TP-PA)	5	\$20.00	\$100.00	082339	T pallidum Antibodies (TP-PA)
90	Triglycerides	10	\$2.75	\$27.50	001172	Triglycerides
91	TSH	4	\$6.50	\$26.00	004259	TSH
92	TSH 3rd Generation		\$6.50	\$26.00	004259	TSH
93	UA - Culture reflex	75	\$4.00	\$300.00	377036	UA/M with Culture Reflex
94	Culture reflex @ additional cost		\$8.25	\$0.00	008848	
95	Uric Acid	10	\$2.75	\$27.50	001057	Uric Acid, Serum
96	Urinalysis, complete	750	\$4.00	\$3,000.00	003772	Urinalysis, Complete
97	Valporic acid serum	900	\$12.00	\$10,800.00	007260	Valproic Acid (Depakote),S
98	Varicella Zoster IGG	4	\$16.00	\$64.00	096206	Varicella-Zoster V Ab, IgG
99	Vitamin B-12	20	\$12.50	\$250.00	001503	Vitamin B12
100	Vitamin B-12 and Folates	72	\$25.00	\$1,800.00	000810	Vitamin B12 and Folate
			<b>Grand Total:</b>	<b>\$25,017.00</b>		

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Item Number	Frequently ordered panels - profiles, screens and cultures		Estimated 12 month usage	Unit Cost Per Panel	Total Cost
101	<b>Diagnostic Multi-Chem (28 tests) includes</b>		1500	\$9.90	\$14,850.00
	Albumin	Phosphorous			<b>LCA Code--027623--CMP12+LP+6AC</b>
	Alkaline Phos	Potassium			
	ALT-SGPT	Sodium			
	AST-SGOT	Bilirubin, Total			
	BUN	Protein, Total			
	BUN/Creatinine	Triglycerides			
	Calcium	Uric Acid			
	Chloride	HDL Cholesterol			
	Cholesterol, Total	VLDL Cholesterol Cal			
	Creatine	LDL Cholesterol, Calc			
	GGT	T. Chol/HDL Ratio			
	Glucose	Estimated CHD Risk			
	Iron, Total	Globulin, Total			
	LDH	A/G Ratio			
102	<b>Thyroid Profiles includes (4 tests)</b>		750	\$85.50	\$64,125.00
	TSH (High Sensitivity)	T3 Uptake			<b>LCA Code--204918-TSH+T4+T3U+T4F</b>
	T4 Thyroxine	Free Thyroxine Index			
103	<b>Electrolyte Panel includes (3 tests)</b>		125	\$2.95	\$368.75
	Sodium				<b>LCA Code--000604-CI+K+Na</b>
	Potassium				
	Chloride				
104	<b>Drug Abuse Screen (seven) Urine, without confirmation</b>		700	\$17.00	\$11,900.00
	Amphetamine	Cocaine			<b>LCA Code--071910-Drug Screen (7)</b>
	Barbiturates	Opiates			
	Benzodiazepines	Phencyclidine			
	Cannabinoid				
					<b>Grand Total: \$91,243.75</b>
Item Number			Estimate 12 month usage	Unit cost per panel	Total Cost
105	<b>HFP7 &amp; 3AC</b>		60	\$4.75	\$285.00
	Protein, Total (s)	Alkaline phosphatase(s)			<b>LCA Code--000505-HFP7+3AC</b>
	Albumin, (s)	LDG			
	Bilirubin, Total	AST (SGOT)			
	Bilirubin, Direct	ALT (SGPT)			
	Cholesterol, Total	GGT			
106	<b>Lipid Profile Four includes: (3 tests)</b>		100	\$61.50	\$6,150.00
	Cholesterol, Total				<b>LCA Code-025254-LP without LDL,VLDL</b>
	Triglycerides				
	HDL Cholesterol				
107	<b>Drug Abuse Screen, Blood - without confirmation</b>		25	\$100.00	\$2,500.00
	Amphetamine	Cocaine			<b>LCA Code--767558-767558 7 Blood-Scr (Only)</b>
	Barbiturates	Opiates			
	Benzodiazepines	Phencycline			
	Cannabinoid				
<b>Cultures:</b>					
108	<b>Lower Respiratory Culture</b>		20	\$12.00	\$240.00
					<b>LCA Code-180810-Lower Respiratory Culture</b>

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109	Upper Respiratory Culture			20	\$8.50	\$170.00
						LCA Code--008342-Upper Respiratory Culture
110	General Bacterial Culture			15	\$11.00	\$165.00
						LCA Code--008649-Aerobic Bacterial Culture
111	Blood Culture			5	\$16.00	\$80.00
						LCA Code--008300-Blood Culture, Routine
112	Stool Culture			5	\$29.00	\$145.00
						LCA Code--008144-Stool Culture
113	Urine Culture			50	\$8.25	\$412.50
						LCA Code--008847-Urine Culture, Routine
114	Sputum Culture			5	\$12.00	\$60.00
						LCA Code--180810-Lower Respiratory Culture
115	Sensitivity Organism				\$3.00	\$0.00
						LCA Code--s00001-Sensitivity Organism #1
116	<b>Heavy Metal Profile (Blood)</b>			20	\$88.00	\$1,760.00
	Arsenic					LCA Code--042580-Heavy Metals Profile I, B
	Lead					
	Mercury					
					<b>Grand Total:</b>	<b>\$11,967.50</b>
<b>Item Number</b>				<b>Estimated 12 month usage</b>	<b>Unit Price per panel</b>	<b>Total Cost</b>
117	<b>Hepatitis Profile (Diagnostic follow-up)</b>			25	\$28.00	\$700.00
	HbC Ag; anti-HBc;					LCA Code--046938-HepatitisFollow-Up
	anti-HBS; interpretation					
118	<b>Hepatitis Profile B &amp; C</b>			50	\$57.00	\$2,850.00
	HBs Ag; HbC Ag; Anti-HBC, total					LCA Code--255505-HBV/HCV(Profile VIII)
	Anti-HBc; Igm; anti-HBc; anti-HBs					
	anti-HCV; interpretation					
119	<b>Hepatitis Profile A&amp;B</b>			20	\$67.00	\$1,340.00
	Anti-HAV; total; anti HAV, Igm; HBs Ag;					LCA Code--058552-HAV/HBV (Profile VII)
	HbC Ag; anti-HBC, total; anti-HBC, Igm,					
	anti-HBc; anti-HBS; interpretation					
120	<b>Hepatitis A Profile</b>			50	\$20.00	\$1,000.00
	Anti-HAV, total; anti-HAV, Igm					LCA Code--028928-Hepatitis A (Prof V)
	interpretation					

WSH70316 Exhibit A--LabCorp Pricing Proposal

121	<b>Hepatitis B Profile</b>			50	\$47.00	\$2,350.00
	HBs Ag; HBc Ag; anti-HBc, total					LCA Code--058545-Hepatitis B Virus(Profile V)
	anti-HBc, Igm; anti-HBc					
	anti-HBs; interpretation					
122	<b>Hepatitis C Virus Antibody</b>			40	\$10.00	\$400.00
						LCA Code--143991-HCV Ab w/Rfix to RIBA
					Grand Total:	\$8,640.00
					SUM of all GRAND Totals	\$158,288.75

LabCorp has attempted to match a test code to each test or profile identified in this bid based on the written test descriptions provided. If the specific test code is used in ordering the test, the price quoted will be in effect. If LabCorp has assigned an inaccurate test code due to its misunderstanding of your test description, or if the test configurations do not meet your needs for any reason, please contact your LabCorp sales representative or account manager immediately. We will review the test requirements and, if necessary, assign a more appropriate test code at a mutually agreeable price.

**William R. Sharpe, Jr. Hospital  
Weston, West Virginia  
Request for Quotation for Laboratory Services  
RFQ Number: WSH70316**

**Laboratory Corporations of America Holdings Responses**

**Page 3; Local Government Bodies:**

UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.

**LabCorp Response**

LabCorp will work with William R. Sharpe, Jr. Hospital on an individual basis in regard to pricing, terms, and conditions of the bid.

**Page 4; Purchasing Card Acceptance:**

THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.

**LabCorp Response**

LabCorp read and can comply with the above requirement. LabCorp Credit Card Payment Agreement Form can be found in TAB 4.

**1.2 Specifications Requirements**

**Software and Hardware**

1. Successful Vendor will purchase, install and maintain at its expense the Laboratory Data Management software (LDM System).

The LDM System shall communicate exclusively with Vendor, shall relate directly to Vendor services being provided by Vendor to Sharpe Hospital.

Sharpe Hospital will be provided the LDM System for the sole purpose of receiving, storing and recalling laboratory test results and use of Sharpe Hospital patient demographics for test ordering via the LDM System.

2. Following installation of the LDM System, Vendor shall be responsible for all maintenance, support and service fees required by the software developer which are related to Sharpe Hospital's system and the LDM System Software. Vendor shall also be responsible for all upgrade costs related to Sharpe Hospital's system that may be required.
3. Successful Vendor shall retain its ownership interest to the LDM System and all related documents and materials. The LDM System shall be installed and used at Sharpe Hospital

### **LabCorp Response**

LabCorp agrees to arrange for the purchase, installation and to maintain at its expense either a bi- or uni-directional Laboratory Data Management System for Sharpe Hospital as it relates to LabCorp's clinical reference laboratory testing services, upon execution of the Laboratory Data Management System Agreement by both parties. Following installation of the interface, Sharpe Hospital shall be responsible for all maintenance, support and service fees required by the software vendor which are related to the Sharpe Hospital computer system and the software vendor's software. Sharpe Hospital should ensure its software vendor staff is committed to dedicating the resources to assist LabCorp in successfully meeting agreed upon timeframes to interface implementation.

4. The Vendor will provide routine daily service with one (1) pick-up by 3:00 p.m. Lab results will be transmitted via computer to the hospital no later than 9:00 a.m. the following day. Preliminary culture results will be returned to the hospital in 24 hours, after pick-up, with final results in 48 hours. The vendor will provide six-day service to the hospital (Monday through Saturday) with the vendor calling the hospital on Saturday and conversing with the Nurse Clinical Coordinator to determine if Saturday pick-up is needed.

STAT testing will be provided 24 hours a day, six days per week (Monday through Saturday) and the results will be available within two (2) hours of pick-up. Pick-up will be made within one (1) hour of the call of a STAT.

### **LabCorp Response**

LabCorp's courier service is critical as the first point of contact in the turn-around time process. Our couriers provide direct specimen receipt, a controlled environment for specimen transport and delivery of necessary supplies. The courier personnel are generally employees of LabCorp, trained in the proper handling and transportation of various specimen types, such as frozen and room temperature samples. Pickup times would be provided at the times best suited to Sharpe Hospital facility needs for optimal turn-around times. Dependent on hours of operation and specimen pickup requirements, mutually agreeable times could be scheduled to meet these specific needs, including multiple daily pick-ups consistent with LabCorp policies.

Routine tests are typically reported within 24 hours of receipt of the specimen by the testing facility. Significant anomalies may require more time. Esoteric tests that cannot be processed at a regional laboratory will be transported to one of our esoteric laboratories.

Weekend and STAT pick-up services are available in most areas and can be scheduled to meet various requirements. Our trained professional service staff would help ensure that specimens are expeditiously transported to the laboratory.

- ❖ The Vendor will provide all supplies and materials required, such as tubes, needles, urine containers, etc.

## **LabCorp Response**

As permitted by applicable law, LabCorp provides its clients with routine specimen collection and transport materials for specimens that are analyzed within our laboratory network.

- ❖ In order to provide online test results the vendor will install and maintain at its expense, in the hospital the following:

Personal Computer; Monitor; Modem  
Printer, Printer ribbons or laser printer  
cartridge; Laboratory Requisition forms;  
Laboratory Report paper and label

The vendor will provide telephone line and toll free dial up services for the purpose of laboratory test result reception, storage, scanning inquiry and ordering. All software and hardware, provided by the vendor, remains the property of the vendor.

The vendor agrees to bear all costs associated with the repair and service to the computer and all equipment installed by the vendor.

## **LabCorp Response**

Enhance productivity and streamline test ordering and result reporting through LabCorp's comprehensive and innovative menu of connectivity solutions. LabCorp offers a wide range of information solutions to meet the varied needs of healthcare providers. From Windows®-based and Web-based tools to electronic interfaces, LabCorp has the flexibility to mix and match connectivity solutions to provide efficient and effective communication between LabCorp and our clients. Depending upon the specific needs of the client, some of the connectivity solutions are available at no additional charge and are subject to the terms of a restricted use agreement. Once a more detailed description of the Information Service desired is received by LabCorp a cost, if any, will be provided.

### **LabCorp Communications Manager (LCM)**

LabCorp Communications Manager (LCM) is a Windows®-based application that

- Provides quick and efficient test ordering
- Greatly simplifies access to laboratory information
- Automates result retrieval, storage, viewing, and reporting
- Provides cumulative reporting of patient results

### **Browser-based LabCorp Communications Manager (e-LCM)**

Identical to the non browser-based LabCorp Communications Manager from a look-and-feel perspective, e-LCM uses the Internet to link the physician directly to LabCorp laboratories. This link is available at any time and from anywhere that the physician has access to the Internet.

### **e-Results**

LabCorp's e-Results is a Web-based tool that allows LabCorp clients to view their patient result information quickly, efficiently, and securely through the Internet. e-

Results is currently available in a majority of LabCorp service areas; please check with your local LabCorp representative for information on availability.

- Quick and easy access to patient result information on-line
- Minimal equipment requirement
- Convenience
- Saves valuable office time
- User-friendly inquiry features
- Patient data archive
- On-line security features

#### Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) enables clients to connect their existing office management system to LabCorp laboratories through a secure electronic interface. LabCorp has bi-directional and result-only interfaces with many Laboratory Information Systems (LIS) and Practice Management Systems (PMS).

#### Fax Delivery of Reports

LabCorp delivers patient result reports to a secure fax machine in your office.

#### Teleprinter Delivery of Reports

LabCorp delivers more than 30,000 patient results each day to teleprinters. A teleprinter is an effective and convenient reporting method that enables the physician to schedule one or more delivery times a day for result reports. This allows the physician to choose the schedule that meets the needs of his/her practice or facility.

- ❖ The Vendor will provide an itemized invoice monthly in arrears and statistical reports showing usage and volumes. (see Section 1.8)

#### LabCorp Response

LabCorp has read and can comply with the above requirement

- ❖ The Vendor must be certified by Clinical Laboratory Improvement Amendments (CLIA) and also must meet all CAP (Certificate of Accreditation) Standards. The Vendor will provide a copy of Clinical Laboratory Improvement Amendments (CLIA) certificate and CAP certificate (Certificate of Accreditation) from the Centers for Medicare & Medicaid Services upon award of contract.

The Vendor shall operate in accordance with the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other Equivalent standards.

#### LabCorp Response

All of LabCorp's laboratories are subject to the College of American Pathologists ("CAP") proficiency testing program, state surveys and LabCorp's own internally quality control programs. The CAP is an independent, non-governmental organization of board-certified pathologists that offer an accreditation program to which laboratories can voluntarily subscribe. The CAP accreditation program

involves both on-site inspections and participation in the CAP's proficiency testing program for all categories in which the CAP provides accreditation. The CAP has been authorized by the Center for Medicare and Medicaid Services ("CMS"), (formerly known as the Health Care Finance Administration, or "HCFA") to inspect clinical laboratories to determine adherence to the Clinical Laboratory Improvement Act of 1967, and the Clinical Laboratory Amendments of 1988 (collectively, as amended, "CLIA") standards. A laboratory's receipt of accreditation by the CAP satisfies the Medicare requirement for participation in proficiency testing programs administered by an external source. The CAP and CLIA accredit all of LabCorp's major laboratories.

Although the Joint Committee on Accreditation of Healthcare Organizations ("JCAHO") requires similar proficiency testing as CAP, JCAHO no longer offers accreditation to independent reference laboratories. All LabCorp facilities performing under this contract maintain the necessary laboratory licensure/credentials as determined by their level of testing.

The primary testing site performing Sharpe Hospital reference testing will be LabCorp's Regional Laboratory in Fairmont, WV. Copies of facility licensures and accreditations for this facility can be found in TAB 5.

- ❖ The Vendor will provide the Hospital with documentation of quality control measures being performed in the Laboratory upon request. Quality control data, quality assurance policies and results of proficiency testing surveys are available upon request.

The Vendor will provide the Hospital the above services and all testing services required by the Hospital for the life of the contract. Price per test quoted by the Vendor will not change during the life of the contract.

### **LabCorp Response**

At LabCorp, quality is never compromised. Test results from every section of the laboratory are routinely monitored for reliability, precision, and accuracy by both internal and external quality control programs. LabCorp voluntarily participates in more than 20 external quality control programs and is inspected regularly by state, federal, and private accrediting agencies.

- **Quality Assurance/Quality Control Programs** – Quality assurance (QA) and quality control (QC) are integral parts of LabCorp's daily operation. LabCorp uses both internal and external systems to monitor the accuracy and precision of patient runs for assays performed in LabCorp facilities.
- **Organization** – LabCorp's QA and QC programs are overseen and administered by dedicated laboratory professionals, working full-time for the improvement of testing quality. A corporate quality group provides direction for the overall program in quality. Standardized QA programs are implemented and monitored by QA managers located in each of the operating divisions throughout the country. Also, each major laboratory has a full time QA

coordinator who is responsible for quality activities at that laboratory site and reports to the divisional QA manager.

- **Corporate QA Mission Statement** – To facilitate the delivery of accurate testing and reporting to our customers by providing high quality programs, information, standardized policies, and training materials to our laboratories.
- **Quality Assurance (QA) Plans** – Personnel at each laboratory facility develop written QA plan documents that specify a systematic process for monitoring and evaluating testing quality and resolving identified concerns. Testing quality is monitored and evaluated through (1) the routine collection of information about various aspects of lab operations and testing and (2) periodic assessment of collected information in order to identify and address concerns about testing quality and opportunities for improvement.

A QA committee, consisting of laboratorians and service staff, meets regularly at each lab site to review performance monitors and to resolve issues that lead to a monitor's "threshold" level being exceeded. The committee also evaluates the effectiveness of remedial actions taken. The effectiveness of the overall plan and the appropriateness of each quality monitor are reviewed on an annual basis.

- **Internal Quality Control (QC)** – LabCorp's national quality control (QC) program allows for the assessment of accuracy and precision of patient results generated by our laboratories. Control samples with known analyte concentrations are routinely interspersed and analyzed with patient samples submitted for testing. Our computerized control algorithms, based on the widely accepted, state-of-the-art Westgard rules, alert the testing analyst of statistically or clinically significant analytical anomalies as they occur during the run. The analyst is charged with taking immediate and appropriate corrective action. This highly responsive computer-assisted quality control process helps to detect and correct potentially erroneous results before they are released to clients.

More than 200,000 individual QC values are reviewed to detect systematic (accuracy) and random (precision) errors each month by the Burlington, North Carolina, reference facility. In addition, more than 1.9 million QC values are generated for evaluation each month by LabCorp's facilities nationwide.

Retrospective on-line QC inquiry for any LabCorp test is available to lab technicians, technologists, and supervisors via the laboratory computer system. This valuable QC information provides up-to-date feedback to the technologist and lab directors on the performance of the assay. Quantitative QC data, including monthly lot-to-date and cumulative statistics, are

summarized in graphic format each month for retrospective review by department personnel.

In order to compare testing quality throughout the LabCorp network of laboratories, LabCorp's individual laboratory computer systems are linked together. A national QC database, containing all quantitative QC results, has been compiled. A computer program checks this database for any bias between laboratories and identifies any significant exceptions. This system ensures that consistently high quality results are generated by every LabCorp facility.

- **Internal Proficiencies Testing** – LabCorp has an extensive, internally administered program of blind sample proficiency testing in which laboratories receive test samples from the quality assurance and corporate technical services departments for analysis. Results are graded and summarized by LabCorp's corporate QA group and distributed to the laboratory directors for evaluation and follow-up. This internal proficiency program serves to test LabCorp's complete testing service: specimen logistics, order entry and accessioning systems, accuracy and precision of its testing protocols, technologist/technician performance, quality assurance reporting checks, and turnaround time from specimen pick-up to final reporting. This monthly program serves to supplement the external proficiency programs supplied by the laboratory accrediting agencies.
- **External Proficiency Testing** – LabCorp participates in numerous externally administered blind quality surveillance programs, including the College of American Pathologists (CAP) program. Consistently acceptable performance on these surveys is a prerequisite for continued licensure and certification. LabCorp voluntarily participates in more than 15 external quality control programs.

Significant findings from the internal and the external proficiency programs are reviewed at the national level and summarized in a monthly report called a "watch list." Monthly summaries are submitted to senior LabCorp management. The internal and external proficiency programs supplement other QA procedures and provide LabCorp's management with monitors that can be used to review technical and service performance from the user's perspective.

These programs facilitate the evaluation of LabCorp's primary program for internal quality assurance, which emphasizes the use of controls during the testing process.

- **Internal Inspections** – The LabCorp divisional QA managers perform regular internal inspections at the laboratories within their division and audit compliance with federal and state regulations. Deficiencies are corrected with

the help of laboratory managers and directors. This ensures that all laboratories within LabCorp perform at a high level of quality.

- **Quality Assessment Reporting** – The LabCorp quality assessment program is an ongoing process of comparing actual performance to the desired performance goals detailed in the quality plan. To our clients, laboratory quality is more than just accurate test results. It consists of all facets of our laboratory service, including turnaround time, client services, patient satisfaction, billing, etc. Our quality plan is the yardstick against which all of our daily activities are measured. Using quality assessment techniques, LabCorp locations have created a variety of programs to monitor critical aspects of providing results and services to our customers. Knowing customers' needs, wants, and expectations and then evaluating our ability to meet them are a part of the LabCorp quality commitment.

External measures of quality are taken continuously at all LabCorp locations and rolled-up monthly into national reports. These reports provide an overview of our performance on various aspects of patient care called for in our QA plans. These reports include:

- **Client Concerns** – This report provides an early indicator of laboratory concerns and details the number of client inquiries received by our laboratories. These reports include categories from all facets of LabCorp operations, including pre-analytic (phone response, courier pick-up), analytic (turnaround time, specimen handling, etc), and post-analytic (reporting, billing) client concerns.
- **Laboratory Corrected Reports** – Client reports that were modified, corrected, and then reissued are tracked. These errors are also categorized as pre-analytic (specimen identification errors, incorrect test numbers), analytic (technical errors), and post-analytic (result entry, transcription errors) types of errors.
- **Managed Care QA Monitors Reporting** – Large managed care groups now require that LabCorp provide them with summary reports on various aspects of patient care that they consider "quality monitors" of LabCorp's performance. These quality monitors include (1) licensure/accreditation, (2) client service response, (3) proficiency testing, and (4) turnaround time. The divisional QA managers produce the managed care reports that are required by groups in their division. Quality metrics are also converted to a six-sigma scale, so that they may be benchmarked against industry standards.
- **Standardization** – The QA department works with LabCorp's science and technology group to assure that standard analytical methods are used by LabCorp's various labs. Our standardization philosophy is unique in the

industry in that it provides a uniform level of result quality throughout all laboratory facilities. This further ensures that quality is consistent from location to location.

Results from many of our locations that employ identical methodologies can be used interchangeably. Health care organizations and providers recognize the advantage of not having to adjust their practice parameters to geographic laboratory result and reference interval variations.

- **Corporate Quality Policies** – The corporate QA group, working with committees consisting of divisional QA managers and laboratorians, formulates and issues corporate policies that provide direction on key quality areas of concern in the laboratory. These policies, which allow LabCorp to standardize its approach to quality in various areas, address such issues as specimen identification, alert/panic value reporting, and corrected reports. In addition, a lab certification manual that details accepted laboratory protocols has been prepared to assist labs in maintaining acceptable levels of quality and in meeting all federal and state regulatory requirements.

- ❖ The list is only a listing representing the most required and/or requested tests needed for evaluation purposes only. Additional type of tests will be provided by the successful vendor, as ordered by the physician. A list of the type and estimated quantity of tests required by the Hospital is attached as Exhibit A.

### **LabCorp Response**

LabCorp has read and can comply with the above requirement. LabCorp's Pricing Proposal as Exhibit A can be found in TAB 2.

#### **1.3 Subcontracts prohibited**

The Vendor will be solely responsible for all work performed under the contract. The Vendor will not enter into written subcontracts for performance of work under the contract without written permission of the agency.

### **LabCorp Response**

Test Perphenazine (Trilafon), 846881 will be referred to National Medical Services for testing performance.

#### **1.4 Compliance with Law and Regulation**

The Vendor shall pay sales, use and personal property taxes arising out of this contact and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant thereto shall be borne by the vendor.

The Vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital license, state and federal labor laws, and laws, rules and policies related to the WV Department of Health and Human Resources.

The Vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with laboratory (phlebotomy) services. The Vendor shall appropriately train its employees in proper workplace safety requirements.

### **LabCorp Response**

The Vendor shall comply will all applicable laws, rules and regulations including, but not limited to those relating to **hospital license**, state and federal labor laws, and laws, rules and policies related to the WV Department of Health and Human Resources

The Vendor shall be responsible for compliance with all **applicable** workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements for storage, labeling, handling and disposal of all items used in the performance of duties associated with laboratory (phlebotomy) services. The Vendor shall appropriately train its employees in proper workplace safety requirements.

### **1.5 Termination of the Contract**

The Department of Health and Human Resources (Department) may terminate a contract resulting from the RFQ at any time that the vendor fails to carry out its responsibilities under the terms of any contract to the satisfaction of the Department only with the approval of the Purchasing Division.

The Department shall provide the Vendor with notice of conditions endangering contract performance. If after such notice the vendor fails to remedy the conditions contained in the Notice, within the time period contained in the notice, the Department shall issue the vendor an order to stop all work immediately (only with approval of the Purchasing Division). The Department shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

### **1.6 Record Retention and Confidentiality**

The Vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State Fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

### **1.7 Changes in Scope**

The Department with the Vendor will negotiate formal contract amendments and change orders, whenever necessary, to address changes to the terms and conditions, costs of or scope of work included under the contract. An approved contract amendment means one approved by the WV

Department of Health and Human Resources, the WV Purchasing Division and all other applicable State agencies prior to the effective date of such amendment. An approved contract amendment is required whenever the change affects the payment provision and scope of work performed by the Vendor.

Vendor shall not change the scope of services to be conducted without the approval of the State. As soon as possible after receipt of a written change request, but in no event more than thirty (30) days thereafter, the Vendor shall provide the State a written statement that the change has no price impact on the contract or if there is a price impact a description of the price increase or decrease involved in implementing the change.

The Vendor will implement no changes in scope of the project until such time as an approved change order is received and approved.

### **1.8 Invoices and Payments**

The Vendor shall provide an itemized invoice to the Department monthly in arrears for actual usage. State law forbids payment of invoices prior to receipt of services. Invoice shall include patient name, date of service, description of service, per unit cost and total cost.

**LIFE OF CONTRACT:** This contract becomes effective on \_\_\_\_\_ and extends for a period of one (1) year or until such "reasonable time" thereafter as is necessary to obtain a new contract or renew the original contract. The "reasonable time" period shall not exceed twelve (12) months. During this "reasonable time" the vendor may terminate this contract for any reason upon giving the Director of Purchasing 30 days written notice.

Unless specific provision are stipulated elsewhere in this contract document, the terms, conditions and pricing set herein are firm for the life of the contract.

**RENEWAL:** This contract may be renewed upon the mutual written consent of the spending unit and vendor, submitted to the Director of Purchasing 30 days prior to the expiration date. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to two (2) one (1) year periods.

**CANCELLATION:** The Director or Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities and/or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

**OPEN MARKET CLAUSE:** The Director of Purchasing may authorize a spending unit to purchase on the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

**QUANTITIES:** Quantities listed in the requisition are approximations only, based on estimates supplied by the State spending unit. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

**ORDERING PROCEDURE:** Spending Unit(s) shall issue a written state contract order (form number WV-39) to the Vendor for commodities covered by this contract. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a 2nd copy mailed to the Purchasing Division and a 3rd copy retained by the spending unit.

**BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.

The terms and conditions contained in this contract shall supersede any and all subsequent terms and conditions which may appear on any attached printed documents such as price lists, order forms, sales agreements or maintenance agreements, including any electronic medium such as CD-ROM.



Laboratory Corporation of America™ Holdings  
231 Maple Avenue  
Burlington, North Carolina 27215  
Telephone: 336-436-2565  
Facsimile: 336-436-4123

**LabCorp Credit Card Payment Agreement**

I hereby authorize Laboratory Corporation of America Holdings ("LabCorp") to charge my credit card for payment of laboratory services.

American Express: \_\_\_\_\_ ((15 digits))

Visa: \_\_\_\_\_ ((16 digits))

MasterCard: \_\_\_\_\_ ((16 digits))

Discover: \_\_\_\_\_ ((16 digits))

**Expiration date:** \_\_\_\_\_  
((Must be provided ))

**Card Holder's Address:** \_\_\_\_\_  
((Must be provided))

**Street:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_

**Amount:** \_\_\_\_\_

**LabCorp**  
231 Maple Avenue  
Burlington, NC 27215  
Attn: Joyce Carter, Client Cash Department

**Signature:** \_\_\_\_\_

Taken over phone: \_\_\_ Yes \_\_\_ No

**Printed Name:** \_\_\_\_\_

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

**LabCorp Account Number and Name:** \_\_\_\_\_

**Confirmation Receipt Requested:**  
 E-Mail Address \*\* \_\_\_\_\_  
 FAX Number \*\* \_\_\_\_\_

**\*\*Note : place check mark in block for : e-mail or fax, "ONLY" if receipt is requested.**

**Submitted by LABCORP Rep:** \_\_\_\_\_



*Advancing Excellence*

**Accredited  
Laboratory**



# The College of American Pathologists

*certifies that the laboratory named below*

**Laboratory Corporation of America  
Main Laboratory  
Fairmont, West Virginia  
David J. Moffa, PhD**

LAP Number: 1394301

AU-ID: 1179658

*has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur prior to August 27, 2008 to maintain accreditation.*

Accreditation does not automatically survive a change in director, ownership, or location and assumes that all interim requirements are met.

*Alan Wilmore, MD*

Chair, Commission on Laboratory Accreditation

*Thomas Sedeman MD FACP*

President, College of American Pathologists

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS  
CERTIFICATE OF ACCREDITATION

LABORATORY NAME AND ADDRESS

LABORATORY CORP OF AMERICA HOLDINGS  
501 LOCUST AVENUE  
FAIRMONT, WV 26554

CLIA ID NUMBER

51D0661853

EFFECTIVE DATE

02/28/2007

LABORATORY DIRECTOR

DAVID J MOFFA

EXPIRATION DATE

02/27/2009

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures. This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Judith A. Yost*  
Judith A. Yost, Director  
Division of Laboratory Services  
Survey and Certification Group  
Center for Medicaid and State Operations

US7 08162 020307

If you currently hold a Certificate of Compliance or Certificate of Accreditation, below is a list of the laboratory specialties/subspecialties you are certified to perform and their effective date:

<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	05/12/2000
PARASITOLOGY (130)	05/12/2000
SYPHILIS SEROLOGY (210)	05/12/2000
GENERAL IMMUNOLOGY (220)	05/12/2000
ROUTINE CHEMISTRY (310)	05/12/2000
URINALYSIS (320)	05/12/2000
ENDOCRINOLOGY (330)	05/12/2000
TOXICOLOGY (340)	05/12/2000
HEMATOLOGY (400)	05/12/2000
CYTOLOGY (630)	07/14/2003

LAB CERTIFICATION (CODE)      EFFECTIVE DATE

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