

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

To Whom It May Concern:

To begin, it is with great pleasure to present to you and William R. Sharpe, Jr. Hospital, Quest Diagnostics response to the Lab Services RFP. The document is in the original format as received; Quest Diagnostics responses are in italics and are immediately following each statement/inquiry posed:

Contained within the contents of the binder are the following:

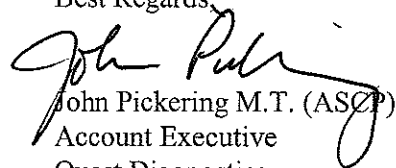
- Request for quotation
 - Open end contract for laboratory services WSH70316
 - WSH70316 exhibit A
 - Affidavit RFQ #WSH70316
 - HIPPA business associate addendum

- Test schedule
- State of West Virginia HIV-related laboratory testing certificate (HIV-RL-9)
- State of West Virginia HIV-related laboratory testing certificate (HIV-RL-52)
- Pa. Dept. of Health Clinical Laboratory Permit
- CLIA Certificate of Accreditation
- College of American Pathologists a Certificate for Quest Diagnostics
- Curriculum Vitae for Kathleen Allen, M.D. Medical Director
- Hazardous Materials Certificate of Registration
- Department of Health and Human Services HIV-1 Antibody Certificate
- Laboratory Services Agreement

Quest Diagnostics believes that with the range of services and competitive pricing offered we could provide a strong and reliable reference laboratory service for your hospital.

It is with great anticipation to learn your thoughts and next steps relative to the selection of your laboratory services vendor. If there are any questions or points of clarification, please contact me at the following number: 724-433-7430.

Best Regards,


John Pickering M.T. (ASCP)
Account Executive
Quest Diagnostics



State of West Virginia
 Department of Administration
 Purchasing Division
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Request for Quotation

RFQ NUMBER
WSH70316

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Quest Diagnostics
 875 Greentree Road
 Four Parkway Center
 Pittsburgh, PA 15220

SHIP TO

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		
OPEN-END BLANKET ORDER						
OPEN END CONTRACT FOR LABORATORY SERVICES						
TO PROVIDE LABORATORY SERVICES TO WILLIAM R. SHARPE, JR. HOSPITAL IN WESTON, WV, PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
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 PROVISIONS 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,						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark White</i>	TELEPHONE 412-920-7890	DATE 5-25-07
TITLE <i>Managing Director</i>	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</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-RDM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>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.</p> <p>REV. 3/88</p> <p>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</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.</p> <p>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>						

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5

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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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PAGE
6

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B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

() 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;

OR

() 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.

BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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.

BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF

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PAGE
7

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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: <u>QUEST DIAGNOSTICS</u></p> <p>DATE: <u>5-29-07</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Hospital Account Executive</u></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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PAGE
8

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DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

A CONVENIENCE COPY WOULD BE APPRECIATED.

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER:-----ROBERTA WAGNER/FILE 22-----

RFQ. NO.:-----WSH70316-----

BID OPENING DATE:-----5/29/2007-----

BID OPENING TIME:-----1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

412-920-7983

CONTACT PERSON (PLEASE PRINT CLEARLY):

John Pickering

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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.

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
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.

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

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.

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

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.

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.

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.

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.

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.

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 30 DAYS from AWARD of bid. 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.

Item Number	Frequently ordered panels - profiles, screens and cultures	Estimated 12 month usage	Unit Cost per panel	Total Cost
101	Diagnostic Multi-Chem (28 tests) includes	1500	10.58	15,870.00
	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	Thyroid Profiles includes (4 tests)	750	11.70	8,775.00
	TSH (High Sensitivity)	T3 Uptake		
	T4 Thyroxine	Free Thyroxine Index		
103	Electrolyte Panel includes (3 tests)	125	2.93	366.25
	Sodium			
	Potassium			
	Chloride			
104	Drug Abuse Screen (seven) Urine, without confirmation	700	15.30	10,710.00
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencyclidine		
	Cannabinoid			
			Grand Total:	\$ 35,721.25
Item Number	Frequently ordered panels - profiles, screens and cultures	Estimated 12 month usage	Unit cost per panel	Total Cost
105	HFP7 & 3AC	60	4.20	252.00
	Protein, Total (s)	Alkaline phosphatase(s)		
	Albumin, (s)	LDG		
	Bilirubin, Total	AST (SGOT)		
	Bilirubin, Direct	ALT (SGPT)		
	Cholesterol, Total	GGT		
106	Lipid Profile Four includes: (3 tests)	100	4.28	428.00
	Cholesterol, Total			
	Triglycerides			
	HDL Cholesterol			
107	Drug Abuse Screen, Blood - without confirmation	25	90.00	2,250.00
	Amphetamine	Cocaine		
	Barbiturates	Opiates		
	Benzodiazepines	Phencycline		
	Cannabinoid			
	Cultures:			
108	Lower Respiratory Culture	20	10.80	216.00
109	Upper Respiratory Culture	20	10.80	216.00
110	General Bacterial Culture	15	9.90	148.50
111	Blood Culture	5	14.40	72.00
112	Stool Culture	5	26.10	130.50

017

113	Urine Culture		50	7.43	371.50
114	Sputum Culture		5	10.80	54.00
115	Sensitivity Organism			2.70	
116	Heavy Metal Profile (Blood)		20	79.20	1,584.00
	Arsenic				
	Lead				
	Mercury				
				Grand Total:	\$ 5,722.50
Item Number			Estimated 12 month usage	Unit Price per panel	Total cost
117	Hepatitis Profile (Diagnostic follow-up)		25	25.20	630.00
	HBc Ag; anti-HBc;				
	anti-HBS; interpretation				
118	Hepatitis Profile B & C		50	59.40	2,970.00
	HBs Ag; HBc Ag; Anti-HBC, total				
	Anti-HBc; Igm; anti-HBc; anti-HBs				
	anti-HCV; interpretation				
119	Hepatitis Profile A&B		20	68.40	1,368.00
	Anti-HAV; total; anti HAV, Igm; HBs Ag;				
	HBc Ag; anti-HBC, total; anti-HBC, Igm;				
	anti-HBc; anti-HBS; interpretation				
120	Hepatitis A Profile		50	18.00	900.00
	Anti-HAV, total; anti-HAV, Igm				
	interpretation				
121	Hepatitis B Profile		50	50.40	2,520.00
	HBs Ag; HBc Ag; anti-HBc, total				
	anti-HBC, Igm; anti-HBc				
	anti-HBs; interpretation				
122	Hepatitis C Virus Antibody		40	9.00	360.00
				Grand Total:	\$ 8,748.00
				SUM of all GRAND Totals	\$ 91,614.10

each

A F F I D A V I T018**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 exceeds 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 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: QUEST DIAGNOSTICS

Authorized Signature:  Date: 6-25-2007

5-29-2007

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

Dear

We are writing you today to tell you about Quest Diagnostics' position on signing business associate agreements with physicians covered by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

As you know, beginning April 14, 2003, physicians, hospitals, nursing homes, clinical laboratories, and other providers that provide health care to patients must meet stringent federal requirements to protect the privacy and security of the health care information we collect or create and maintain. Such health care providers are considered "covered entities" under HIPAA.

The Privacy Rule ("Rule") adopted by the U.S. Department of Health and Human Services (HHS) to implement HIPAA does not require covered entities to obtain business associate agreements with each other when they are engaged in covered entity functions, such as treatment and obtaining payment. HHS has explicitly stated that when two covered entities are exchanging protected health information for purposes of treatment or payment (*e.g.*, when a physician and a laboratory exchange PHI to enable the laboratory to perform tests, report results, or file claims or bills); no business associate agreement is required. Rather, the Rule only requires covered entities to obtain business associate agreements with certain third parties (*e.g.*, vendors) to which a covered entity discloses protected health information (PHI) to perform some of its own covered functions.

When Quest Diagnostics performs laboratory services for a customer, Quest Diagnostics is a covered entity performing covered entity functions under the Rule and is not a business associate of the customer. The fact that Quest Diagnostics is not a business associate does not mean that the PHI we exchange with our customers is unprotected. As a covered health care provider, Quest Diagnostics is independently subject to the restrictions and requirements of the Rule and must use and disclose protected health information only in compliance with the Rule.

Quest Diagnostics takes very seriously our commitment to protect the privacy and security of confidential patient information. As a covered entity, we have already taken steps to ensure that we will be in compliance with all regulatory requirements, and we look forward to interacting with you as we implement our programs.

Sincerely yours,

Barbara A. Peterson
Compliance Officer

Open End Contract for Laboratory Services

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

Exhibit 3

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.

Quest Diagnostics will be able to start service on July 1, 2007

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.

Renewal: This contract may be renewed upon the mutual written consent of the spending unit and vendor, 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.

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.

Open Market Clause: The Director of Pursing 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 second copy mailed to the purchasing division, and a third 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.

Rev. 04/11/2001

Exhibit 4

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

General Terms & Conditions
Request For Quotation (RFQ) and Request for Proposal (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the even funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** – The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor. *Please see Attachment*

Instructions To Bidders

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

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.

Rev. 3/88

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 possible, e-mail questions are preferred. Address inquiries to:

Roberta Wagner
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

FAX: 304-558-4115

E-mail: RWAGNER@WVADMIN.GOV

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. ????

The State of West Virginia VISA purchasing card will be accepted by Quest Diagnostics for payment of all orders placed by any state agency for requested purchases amounting to less than \$2,500.

Vendor Preference Certificate

Certification and application* is hereby made for preference in accordance with West Virginia code, 5A-3-37 (does not apply to construction contracts).

A. Application is made for 2.5% preference for the reason checked:

- 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
- Bidder is a partnership, association or corporation resident vendor and 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 80% of the ownership interest of the 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
- 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.

B. Application is made for 2.5% preference for the reason checked:

() 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;

or

() 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.

Bidder understands if the Secretary of Tax and 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.

By submission of this certificate, bidder agrees to disclose any reasonably requested information to the purchasing division and authorizes the Department of 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.

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.

Bidder: _____

Date: _____

Signed: _____

Title: _____

*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)

Notice

A signed bid must be submitted to:
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

A convenience copy would be appreciated.

The bid should contain this information on the face of the envelope or the bid may not be considered:

Sealed Bid

Buyer: _____ Roberta Wagner/File 22 _____

RFQ. No.: _____ WSH70316 _____

Bid Opening Date: _____ 5/29/2007 _____

Bid Opening Time: _____ 1:30 PM _____

Please Provide a fax number in case it is necessary to contact you regarding your bid:

_____ 412 920-7983 _____

Contact Person (Please Print Clearly):

_____ John Pickering _____ 724 433-7430

Open End Contract for Laboratory Services
WSH70316

1.1 Purpose:

To provide Laboratory services to William R. Sharpe 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.
The software and hardware for lab ordering and resulting using the Care 360 automated/on line technology will be provided by Quest Diagnostics.
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.
Quest Diagnostics will be responsible for all service and maintenance of the CARE 360 System.
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.
Quest Diagnostics has developed this system and will maintain ownership.
4. The Vendor will provide routine daily service with one (1) pick-up b 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.
Quest Diagnostics will provide routine courier pick-up Monday through Saturday by 5:00 p.m. A majority of the routine testing is released by 6:30 a.m. each day. (see attached schedule). Preliminary culture results are available in 24 hrs, final results in 48 hrs. There may be those occasions/situations involving organisms that require longer incubation periods.

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.

Quest Diagnostics is willing to replicate current Stat process that is in place today.

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

Quest Diagnostics will supply all necessary collection materials for specimen testing.

In order to provide online test results the vendor will install and maintain at its expense, in the hospital the following: ***The following line items are an inclusive service provided by Quest.***

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.

Quest Diagnostics will provide line, typically DSL line.

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

This cost is included within the Quest Diagnostics Care 360 agreement.

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

Invoices and utilization reports are provided monthly.

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.

See Attached Documents

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.

Quest Diagnostics complies with CAP guidelines, which is equivalent with JCAHO.

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.

All Quality control and Quality assurance material will be made 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 no change during the life of the contract.

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.

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.

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.

Quest Diagnostics maintains signed and dated training documents for all employees relative to workplace safety. (Further information and detail will be required).

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 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 not 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

Quest Diagnostics provides this as a standard practice.

LIFE OF CONTRACT: This contract becomes effective on _____ and extends for a period of one (1) year 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 contact 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 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.

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.

WSH70316 EXHIBIT A

William R. Sharpe Jr Hospital				
Estimated 12 month Usage Report				
Item Number	Test Description	Estimated 12 month usage	Unit cost	Total Cost
1	Acetaminophen	0	\$ 31.50	\$ -
2	AFB Cu	0	\$ 54.00	\$ -
3	Amitriptyline (Elavil) serum	6	\$ 18.00	\$ 108.00
4	Ammonia, Plasma	24	\$ 13.50	\$ 324.00
5	Amylase, serum	30	\$ 4.28	\$ 128.40
6	Antinuclear antibodies (ANA)	12	\$ 10.80	\$ 129.60
7	Beta-Hemolytic Strep A	0	\$ 6.30	\$ -
8	Bilirubin Total	6	\$ 2.48	\$ 14.88
9	Bilirubin, Total/Direct, serum	12	\$ 2.70	\$ 32.40
10	BUN	24	\$ 2.48	\$ 59.52
11	C Diff Toxin A	6	\$ 10.80	\$ 64.80
12	C-Reactive Protein	10	\$ 6.30	\$ 63.00
13	Calcium, serum	6	\$ 2.48	\$ 14.88
14	Carbamazepine (Tegretol)	36	\$ 10.80	\$ 388.80
15	CBC w/diff - platelet	2000	\$ 2.93	\$ 5,860.00
16	Chlorpromazine, (Thorazine)	5	\$ 31.50	\$ 157.50
17	Clomipramine (Anafranil) s	6	\$ 22.50	\$ 135.00
18	Clozapine (Clozaril) serum	36	\$ 36.00	\$ 1,296.00
19	Cortisol serum/plasma	6	\$ 10.80	\$ 64.80
20	Creatinine Kinase (CK) MB/Total	20	\$ 22.50	\$ 450.00
21	Creatinine Kinase, serum	24	\$ 2.48	\$ 59.52
22	Creatinine, Serum	24	\$ 2.48	\$ 59.52
23	Desipramine, serum	4	\$ 16.20	\$ 64.80
24	Digoxin (Lanoxin)	12	\$ 8.10	\$ 97.20
25	Estrogen	1	\$ 27.00	\$ 27.00
26	Ethanol serum/blood	5	\$ 12.60	\$ 63.00
27	Ethuximide (Zarontin) serum	6	\$ 18.00	\$ 108.00
28	Ferritin	6	\$ 9.00	\$ 54.00
29	Fluoxetine (Prozac) serum	4	\$ 18.00	\$ 72.00
30	Folates (Folic acid)	5	\$ 11.25	\$ 56.25
31	Gabapentin (Neurotin) serum	10	\$ 31.50	\$ 315.00
32	Gabrilil serum	0	\$ 72.90	\$ -
33	Glucose, 2 hr P.P.	12	\$ 2.48	\$ 29.76
Grand Total:				\$10,297.63
		Estimated 12 month usage	Unit cost	Total Cost
34	Glucose serum	12	\$ 2.48	\$ 29.76
35	Glucose plasma	12	\$ 2.48	\$ 29.76
36	Gynecologic Mono-Layer PAP	7	\$ 24.30	\$ 170.10
37	Haloperidol serum	8	\$ 18.00	\$ 144.00
38	Hemoglobin A1C	80	\$ 6.53	\$ 522.40
39	HCG Beta Subunit, Qual (s)	150	\$ 6.30	\$ 945.00
40	Helicobacter Pylori, IgG	5	\$ 22.50	\$ 112.50
41	Helper T-Lymph - CD4	8	\$ 31.50	\$ 252.00
42	Hepatitis A Ab IgM	10	\$ 9.00	\$ 90.00
43	Hepatitis A Ab, Total	10	\$ 9.00	\$ 90.00
44	Hepatitis B Surface Ab	150	\$ 7.20	\$ 1,080.00
45	Hepatitis B Surface Ag	50	\$ 7.20	\$ 360.00
46	Hepatitis Panel - A, B, C	0	\$ 30.09	\$ -
47	Imipramine (Tofranil) serum	12	\$ 18.00	\$ 216.00
48	Iron	12	\$ 2.48	\$ 29.76
49	Iron/TIBC	12	\$ 6.98	\$ 83.76
50	Lamotrigine (Lomictal) serum	15	\$ 31.50	\$ 472.50
51	Lead (adult) blood	6	\$ 10.80	\$ 64.80
52	LH & FSH	8	\$ 21.60	\$ 172.80
53	Lipase serum	30	\$ 5.18	\$ 155.40
54	Lithium	250	\$ 5.40	\$ 1,350.00
55	LP Lipo EI	8	\$ 18.00	\$ 144.00

Test Name	Days Performed	TAT	Release Times
A/G Ratio (Calculation)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
ABO Type	M-F	36 hrs.	5:00 AM and 11:00 AM
Acetaminophen (Tylenol)	M-Sun	1 Day	Continuous (24 hrs)
Acetone (Volatiles Screen)	M-Sun	1 Day	Continuous (24 hrs)
Acid Phosphatase, Prostatic	M,W,F	1 Day	12:00 AM - 2:00 AM
Aerobic Isolate ID	M-Sun	2-4 Days	7:30 AM - 1:00 PM
Albumin	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Alcohol Ethanol (blood, serum, urine)	M-Sun	1 Day	Continuous (24 hrs)
Aldolase	M-F	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Alkaline Phosphatase	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Allergen Testing	Sun-Fri	1 Day	11:00AM-5:00PM
Alpha-1-Antitrypsin	M-F	1 Day	8:00 AM
Alpha-Fetoprotein	M-F	1 Day	2:00 - 4:00 PM
Alprazolam	M-Sun	1 Day	Continuous (24 hrs)
Amitriptyline (Elavil)	M-Sun	1 Day	Continuous (24 hrs)
Ammonia	M-Sun	1 Day	4:30 PM
Amobarbital	M-Sun	1 Day	Continuous (24 hrs)
Amphetamine Confirmation	M-F	2 Days	3:00 PM
Amphetamine Quant, Serum	M-F	2 Days	3:00 PM
Amphetamine Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Amylase, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Amylase, Urine	M-Fri	1 Day	4:30 PM
Anaerobic Isolate ID	M-Sun	2-4 Days	1:00 PM - 4:00 PM
Anti-Centromere Ab	M-F	1 Day	3:00 PM
Anti-DNA (EIA)	M-F	1 Day	11:00PM
Anti-DNA (IFA)	M,W,F	1 Day	3:00 PM
Anti-Mitochondrial Antibody	M-F	1 Day	3:00 PM
Anti-Nuclear Antibody (ANA) screen only	M-F	1 Day	12:00PM
Anti-Nuclear Antibody Titer	M-F	2 Days	3:00 PM
Anti-Parietal Cell Antibody	M-F	1 Day	3:00 PM
Anti-Smooth Muscle Antibody	M-F	1 Day	3:00 PM
Anti-Thyroglobulin	M-F	1 Day	3:00 PM
APTT	M-Sun	1 Day	Continuous M-Sat 8:30 AM - 5:00 PM Sun
ASO Screen	M-F	1 Day	8:00 AM

Test Name	Days Performed	TAT	Release Times
Aspergillus ID	M-F	1-3 Days	N/A
Bacterial Isolate Serotyping	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Barbiturates Quant, Serum	M-Sun	1 Day	Continuous (24 hrs)
Barbiturates Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Benzodiazepine Confirmation	M-F	2 Days	3:00 PM
Benzodiazepines Quant, Serum	M-Sun	1 Day	Continuous (24 hrs)
Benzodiazepines Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Bilirubin, Direct	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Bilirubin, Indirect	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Bilirubin, Total	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Bladder Washing	M-F	3 Business Days	5:00 PM the following business day
Blood Leads	M-Sun	2 Days	8:00 AM
BNP	M-F	1 day	by 5:00 PM
Breast Nipple Discharge	M-F	3 Business Days	5:00 PM the following business day
Bronchial Brushing	M-F	3 Business Days	5:00 PM the following business day
Bronchial Washing	M-F	3 Business Days	5:00 PM the following business day
BUN	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
BUN/Creatinine Ratio	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Butabarbital	M-Sun	1 Day	Continuous (24 hrs)
Butalbital	M-Sun	1 Day	Continuous (24 hrs)
BV/Vaginitis, DNA, Affirm.	M-F	72 Hrs	2:00 PM
CA 27.29	Sun-F	1 Day	1:00-4:00 PM
CA-125	M-F	1 Day	11:00PM
Calcium, Ionized Free	M-F	1 Day	4:30 PM
Calcium, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Campylobacter Culture	M-Sun	1-3 Days	1:00 PM - 4:00 PM
Cannabinoids 20 ng/ml., Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Cannabinoids 50 ng/ml., Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Cannabinoids Confirmation	M-F,Sun	2 Days	3:00 PM
Cannabinoids, Quant, Serum	M-F	2 Days	3:00 PM
Carbamazepine (Tegretol)	M-Sun	1 Day	By 8:00 AM

Test Name	Days Performed	TAT	Release Times
Carbon Dioxide	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Carbon Monoxide	M-Sun	1 Day	Continuous (24 hrs)
Carcinoembryonic Antigen (CEA)	Sun-F	1 Day	1:00 - 4:00 PM
Cardio C-Reactive Protein (CCRP)	M-F	1 Day	8:00 AM
Cell Count (CSF & Body Fluid)	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Cerebrospinal Fluid	M-F	3 Business Days	5:00 PM the following business day
Ceruloplasmin	M-F	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Chamydia Trachomatis DNA, PCR	M-F	2 Day	1:00 AM, 8:00 AM
Chlamydia Trachomatis Culture	M-Sun	3 Days	12:00 PM - 2:30 PM
Chlamydia Trachomatis DNA Probe	M,W,F	2-3 Days	12:00 PM - 2:30 PM
Chlordiazepoxide	M-Sun	1 Day	Continuous (24 hrs)
Chloride, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Chlorpromazine	M-Sun	1 Day	Continuous (24 hrs)
Cholesterol	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
CK (Creatine Kinase)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Clorazepate	M-Sun	1 Day	Continuous (24 hrs)
Clostridium EIA	M-Sat	1 Day	12:00 PM - 1:00 PM
Cocaine & Cocaine Metabolite, Quant, Serum	M-F	2 Days	3:00 PM
Cocaine Metabolite Confirmation	M-F,Sun	2 Days	3:00 PM
Cocaine Metabolite Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Codeine Quant, Serum	M-F	2 Days	3:00 PM
Codeine Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Colonic Washing	M-F	3 Business Days	5:00 PM the following business day
Coma Screen Blood, Urine	M-Sun	1 Day	Continuous (24 hrs)
Complement C3	M-F	1 Day	8:00 AM
Complement C4	M-F	1 Day	8:00 AM

Test Name	Days Performed	TAT	Release Times
Complete Blood Count	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Complete Blood Count/Differential	M-Sun	1 Day	Continuous (24 hrs)
			8:30 AM - 5:00 PM Sun
Coombs, Direct	M-F	1 Day	8:AM-NOON
Coombs, Indirect (Antibody Screen)	M-F	1 Day	8:AM-NOON
Cortisol	M-F, Sat	1 Day	11:00 - 4:00 PM
			12:00 (noon)
CPK (Creatine Phosphokinase)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
CPK Isoenzymes (Creatine Phos. Isoenzyme)	M-F, Sun	1 Day	11:00:00 PM
			5:00 PM
C-Reactive Protein (CRP)	M-F	1 Day	8:00 AM
Creatinine Clearance	M-F	1 Day	4:30 PM
Creatinine, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Creatinine, Urine	M-F	1 Day	4:30 PM
Cryptosporidium AG, Stool	T,F	2-3 Days	1:00 PM - 4:00 PM
Cryptosporidium ID	M-F	1 Day	N/A
Crystals, Fluid	M-Sun	36 HR	NOON
Cul-De-Sac Fluid	M-F	3 Business Days	5:00 PM the following business day
Culture Anaerobic	M-Sun	1-5 Days	1:00 PM - 4:00 PM
Culture Aspirate	M-Sun	1-4 Days	7:30 AM - 1:00 PM
Culture Beta Strep - Pregnancy	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Beta Strep Screen	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Blood	M-Sun	1-7 Days	7:30 AM - 1:00 PM
Culture Bronchial Washings	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Catheter	M-Sun	1-3 Days	7:30 AM - 1:00 PM

Test Name	Days Performed	TAT	Release Times
Culture Cytomegalovirus	M-Sun	2-7 Days	Negatives held for 7 days after set up
			Read at 2, 4, and 7 days after set up
			Release 12:00 - 2:30 PM
Culture Ear	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Environmental	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Eye	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Fluid	M-Sun	1-4 Days	7:30 AM - 1:00 PM
Culture Fungus	M-F	1-8 wks	11:30 AM - 2:00 PM
Culture GC	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Genital	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Nasal	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Nasopharyngeal	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Routine	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Sputum	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Stool	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Throat	M-Sun	1-2 Days	7:30 AM - 1:00 PM
Culture Tissue	M-Sun	1-4 Days	7:30 AM - 1:00 PM
Culture Urine	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Culture Wound	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Cyanide	M-Sun	1 Day	Continuous (24 hrs)
Cytomegalovirus Ab (CMV) IgG	T,TH	2-5 DAYS	11:00 PM
Cytomegalovirus Ab IgM	T,TH	2-5 DAYS	11:00 PM
Derm Biopsy	M-F	2 Business Days	5:00 PM the following business day
Desipramine (Norpramin)	M-Sun	1 Day	Continuous (24 hrs)
Dextromethorphan	M-Sun	1 Day	Continuous (24 hrs)
DHEA Sulfate	M-F	1 Day	3:00 PM
Diazepam	M-Sun	1 Day	Continuous (24 hrs)
Digoxin	M-Sun	1 Day	Continuous (24 hrs)
Dihydrocodeine, Quant, Serum	M-F	2 Days	3:00 PM
Doxepin (Sinequan)	M-Sun	1 Day	Continuous (24 hrs)
Doxylamine	M-Sun	1 Day	Continuous (24 hrs)
Drug Screens, Serum	M-Sun	1 Day	8:00 AM
Drug Screens, Serum, Comprehensive	M-Sun	1 Day	8:00 AM
Drug Screens, Urine	M-Sun	1 Day	8:00 AM
Drug Screens, Urine, Comprehensive	M-Sun	1 Day	8:00 AM
EBV Panel (VCA G, VCA M, EBNA)	M-F	1-2 Days	3:00 PM
Eosinophil Count	M-Sun	1 Day	8:00 AM

Test Name	Days Performed	TAT	Release Times
Epstein Barr Early Antigen Ab	T,TH	2-5 DAYS	3:00 PM
Epstein Barr Nuclear Antigen Ab	M-F	1 Day	3:00 PM
Epstein Barr VCA IgG Ab	M-F	1 Day	3:00 PM
Epstein Barr VCA IgM Ab	M-F	1 Day	3:00 PM
Esophageal Brushing	M-F	3 Business Days	5:00 PM the following business day
Esophageal Washing	M-F	3 Business Days	5:00 PM the following business day
Estradiol, 17B	M-Sat, Stats	1 Day	11:00-4:00PM
Estriol (unconjugated)	M-F	1 Day	1:00-4:00 PM
Ethanol (Blood, Serum, Urine)	M-Sun	1 Day	Continuous (24 hrs)
Fentanyl, Urine	M-F	2 Days	3:00 PM
Ferritin	M-Sat	1 Day	8:00 AM
Fibrinogen	M,W,F	7 Days	8:00 AM
Fine Needle Aspiration	M-F	3 Business Days	5:00 PM the following business day
Flurazepam	M-Sun	1 Day	Continuous (24 hrs)
Folate	T-F, Sun	1 Day	1:00 - 4:00 PM
Follicle Stimulating Hormone (FSH)	M-Sat	1 Day	11:00 AM-4:00 PM
Free T3	M-Sat	1 Day	8:00 AM
Free T4	M-Sat	1 Day	8:00 AM
FTA-ABS	M-F	1 Day	3:00 PM
Fungus ID	M-F	1-5 wks	11:30 AM - 2:00 PM
Gastric Brushing	M-F	3 Business Days	5:00 PM the following business day
Gastric Fluid	M-F	3 Business Days	5:00 PM the following business day
Gentamicin	M-Sun	1 Day	8:00 AM
GGT	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Giardia Elisa	T-F	1 Day	1:00 PM - 4:00 PM
Globulin	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Glucose, CSF	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Glucose, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Glutethimide Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Gram Stain	M-Sun	1 Day	7:30 AM - 2:00 AM
Haptoglobin	M-F	1 Day	8:00 AM
HBsAG Confirmation	M-Sat	2 Days	1:00 AM
HCG (Pregnancy), Serum	M-F, Sun	1 Day	8:00:00 AM 11:00 AM - 5:00 PM
HCG (Pregnancy), Urine	M-Sun	1 Day	Continuous M-Sat

Test Name	Days Performed	TAT	Release Times
			8:30 AM - 5:00 PM Sun
HCG Quantitative	M-F, Sun	1 Day	8:00:00 AM 11:00 AM - 5:00 PM
HDL Cholesterol	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Hemoglobin & Hematocrit	M-Sun	1 Day	Continuous M-Sat 8:30 AM - 5:00 PM Sun
Hemoglobin A1c	M-F, Sun	1 Day	1:00 - 8:00 AM 5:00 PM
Hepatitis A Antibody (HAV)	M-Sat	1 Day	8:30 AM
Hepatitis A Antibody (IgM)	M-Sat	1 Day	8:30 AM
Hepatitis B Core Ab, IgM	M-Sat	1 Day	8:30 AM
Hepatitis B Core Antibody	M-Sat	2 Days	8:30 AM
Hepatitis B Surface Antibody	M-F	2 Days	10:30AM
Hepatitis B Surface Antibody	M-Sat	1 Day	12:00 AM - 2:00 AM
Hepatitis B Surface Antigen	M-Sat	2 Days	7:00 AM-12:00 PM
Hepatitis C	M-F, Sun	1 Day	5:00 AM - 9:00 AM
Herpes I IgG	M-F	1Day	11:00PM
HSV IgM I & II	M-F	2 Days	3:00 PM
Herpes II IgG	M-F	1 Day	11:00PM
Herpes Simplex Virus Culture	M-Sun	6 Days	Negatives held 48 hrs Negatives released approximately 9:00 AM Other 12:00 - 2:30 PM
Heterophile (Mono Test)	M-F,SUN	1 Day	10:00AM; 5:00PM
HIV Ab Screen	M-F	1 Day	12:00 PM
HPV DNA, High Risk	M-F	Variable	1:00 PM - 3:00 PM
Hydrocodone, Quant, Serum	M-F	2 Days	3:00 PM
Hydromorphone Quant, Serum	M-F	2 Days	3:00 PM
Hydromorphone Screen, Urine (EIA)	M-Sun	1 Day	Continuous (24 hrs)
Hydromorphone Screen, Urine (GC/MS)	M-F	2 Days	3:00 PM
Hypnotic Sedative Evaluation	M-Sun	1 Day	Continuous (24 hrs)

Test Name	Days Performed	TAT	Release Times
Ibuprofen	M-Sun	1 Day	Continuous (24 hrs)
IgA	M-F	1 Day	8:00 AM
IgE	Sun-Fri	1 Day	11:00AM-4:00PM
IgG	M-F	1 Day	8:00 AM
IgM	M-F	1 Day	8:00 AM
Imipramine (Tofranil)	M-Sun	1 Day	Continuous (24 hrs)
Immunofixation Electrophoresis, Serum	M-F	1 Day	3:00 PM
Immunofixation Electrophoresis, Urine	M-F	1-2 Days	3:00 PM
India Ink Mount	M-Sun	1 Day	11:30 AM - 2:00 PM
Influenza A and B Culture	M-Sun	2 Days	12:00 - 2:30 PM
Inorganic Phosphorus (Serum)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Intrauterine Device	M-Sun	1-3 Days	7:30 AM - 1:00 PM
Iron, TIBC, % Saturation	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Iron, Total	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Isopropanol (Volatiles Screen)	M-Sun	1 Day	Continuous (24 hrs)
Kinyoun for Nocardia	M-F	1 Day	11:30 AM - 2:00 PM
KOH Mount	M-F	1 Day	1:00 PM - 4:00 PM
LDH Isoenzymes	M-F, Sun	1 Day	11:00 PM
LDH, Fluid	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
LDH, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
LDL Cholesterol	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
LDL Cholesterol, Direct	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Lipase	M-F	1 Day	11PM-8:00 AM
Lithium	M-Sun	1 Day	8:00 AM
Lorazepam	M-Sun	1 Day	Continuous (24 hrs)
Luteinizing Hormone (LH)	M-Sat	1 Day	11:00-4:00 PM
Lyme Disease Abs	M-F	1 Day	3:00 PM
Lyme IgG & IgM Western Blot	T,TH	2-5 DAYS	12:00 noon
Magnesium	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Malaria Smear	M-F	1 Day	8:00 AM-4:00 PM
Measles Antibody (Rubeola IgG)	M-F	1 Day	11:00 PM

Test Name	Days Performed	TAT	Release Times
Meperidine	M-F	2 Days	3:00 PM
Mephobarbital	M-Sun	1 Day	8:00 AM
Mesoridazine	M-Sun	1 Day	Continuous (24 hrs)
Methadone Confirmation (GC/MS)	M-F	2 Days	3:00 PM
Methadone Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Methadone, Quant, Serum	M-F	2 Days	3:00 PM
Methanol (Volatiles Screen)	M-Sun	1 Day	Continuous (24 hrs)
Methaqualone Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Methicillin Resistant Staph Aureus (MRSA)	M-Sun	2-3 Days	7:30 AM - 1:00 PM
Microalbumin	M-F	1 Day	5:00 PM
Methylmalonic Acid	M-F	1 Day	3:00 PM
Monoacetyl Morphine, Quant, Serum	M-F	2 Days	3:00 PM
Mononucleosis Screen	M-F, Sun	1 Day	8:00 AM, 5:00 PM
Morphine, Quant, Serum	M-F	2 Days	3:00 PM
Mumps IgG	M-F	1 Day	11:00 PM
Mycoplasma Culture Hominis & Pneumoniae	M-Sun	6-12 Days	Negatives held for 3 Days (urogenital) and 12 days (respiratory) after set up Release 7:00 - 9:00 AM
N-acetyl Procainamide (NAPA)	M-Sun	1 Day	8:00 AM
Narcotics Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Neissera Gonorrhoeae (DNA)	M-Thurs	2 Day	12:00 - 12:30 PM
Neissera Gonorrhoeae, DNA, PCR	M-F	2 Day	1:00 AM, 8:00 AM
Nicotine	M-Sun	1 Day	Continuous (24 hrs)
Nordiazepam	M-Sun	1 Day	Continuous (24 hrs)
Nortriptyline	M-Sun	1 Day	Continuous (24 hrs)
Occult Blood	M-Sun	1 Day	Continual (24 hrs)
Opiate Confirmation	M-F	2 Days	3:00 PM
Opiates Quant, Serum	M-F	2 Days	3:00 PM
Opiates Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Oral Specimen	M-F	3 Business Days	5:00 PM the following business day
Osmolality, Serum or Urine	M-F, Sun	1 Day	5:00 PM
Ova & Parasite	M-F	1 Day	1:00 PM - 4:00 PM
Ovarian Cyst Fluid	M-F	3 Business Days	5:00 PM the following business day
Oxazepam Quant.	M-Sun	1 Day	Continuous (24 hrs)
Oxazepam Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Oxycodone Quant, Serum	M-F	2 Days	3:00 PM

Test Name	Days Performed	TAT	Release Times
Oxycodone Screen, Urine	M-F	2 Days	3:00 PM
Pap Smear - GYN	M-F	5 Business Days	5:00 PM the following business day
Parasite ID	M-F	1 Day	1:00 PM - 4:00 PM
Parathyroid Hormone, Intact	M-F	1 Day	8:00 PM
Pentazocine	M-Sun	1 Day	Continuous (24 hrs)
Pentobarbital	M-Sun	1 Day	Continuous (24 hrs)
Pericardial Fluid	M-F	3 Business Days	5:00 PM the following business day
Peripheral Blood Smear	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Peritoneal Fluid	M-F	3 Business Days	5:00 PM the following business day
Phencyclidine Confirmation	M-F	2 Days	3:00 PM
Phencyclidine Quant, Serum	M-F	2 Days	3:00 PM
Phencyclidine Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Phenobarbital (Luminal)	M-Sun	1 Day	8:00 AM
Phenytoin (Dilantin)	M-Sun	1 Day	8:00 AM
Phosphorus, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Pinworm Slide Prep	M-F	1 Day	1:00 PM - 4:00 PM
Platelet Count	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Pleural Fluid	M-F	3 Business Days	5:00 PM the following business day
Post Vasectomy Sperm Count	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Potassium, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Prazepam	M-Sun	1 Day	Continuous (24 hrs)
Procainamide (Pronestyl including NAP)	M-Sun	1 Day	8:00 AM
Progesterone	M-Sat	1 Day	11:00-4:00 PM
Prolactin	M-Sat	1 Day	11:00-4:00 PM
Propoxyphene & Metabolite, Blood	M-F	2 Days	3:00 PM
Propoxyphene Confirmation (GC/MS)	M-F	2 Days	3:00 PM

Test Name	Days Performed	TAT	Release Times
Propoxyphene Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Prostate Fluid	M-F	3 Business Days	5:00 PM the following business day
Prostate Specific Antigen (PSA)	M-Sat	1 Day	3:30-8:00 AM
			11:00 AM - 12:00 (noon)
Protein Electrophoresis, Serum	M-F	1 Day	3:00 PM
Protein Electrophoresis, Urine	M-F	2 Days	3:00 PM
Protein, Total (Serum)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Protein, Total 24 Hour Urine	M-F	1 Day	4:00 PM
Prothrombin Time	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Pyrimidine	M-Sun	1 Day	Continuous (24 hrs)
Quinidine	M-Sun	1 Day	8:00 AM
Reticulocyte Count	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Rh Factor	M-F	1 Day	8 AM-NOON
Rheumatoid Factor	M-F	1 Day	8:00 AM
Rotavirus-EIA	M-Sun	1 Day	10:00 AM - 12:00 noon
RPR	M-F, Sun	1 Day	10:00 AM, 5:00 PM
Rubella IgG Antibodies	M-F	1 Day	11:00 PM
Salicylate (Acetylsalicylic Acid)	M-Sun	1 Day	8:00 AM
Scabies (Sarcoptes scabiei)	M-F	1 Day	1:00 PM - 4:00 PM
Secobarbital	M-Sun	1 Day	Continuous (24 hrs)
Sedimentation Rate	M-Sun	1 Day	Continuous M-Sat
			8:30 AM - 5:00 PM Sun
Semen Analysis	M-Sun	2 Days	Continuous M-Sat
			8:30 AM - 5:00 PM Sun

Test Name	Days Performed	TAT	Release Times
Sensitivities	M-Sun	2-4 Days	7:30 AM - 8:00 PM
SGOT (AST)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
SGPT (ALT)	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Sickle Cell Screen	M-Sun	1 Day	8:00 AM
Skin Scraping	M-F	3 Business Days	5:00 PM the following business day
Smear for Eosinophils	M-Sun	1 Day	8:00 AM
Sodium, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Sputum Fluid	M-F	3 Business Days	5:00 PM the following business day
Stools - Fecal Fat	M-F	1 Day	1:00 PM - 4:00 PM
SurePath Gyn Pap	M-F	5 Business Days	5:00 PM the following business day
Synovial Fluid	M-F	3 Business Days	5:00 PM the following business day
Synovial Fluid Analysis	M-Sun	36 HRS	8:00 AM
T Uptake	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
T3, Total	M-Sat	1 Day	8:00 AM
T4	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
T7	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Temazepam Screen, Urine	M-Sun	1 Day	Continuous (24 hrs)
Temazepam, Blood	M-Sun	1 Day	Continuous (24 hrs)
Testosterone	M-Sat	1 Day	11:00-4:00 PM
Theophylline	M-Sun	1 Day	8:00 AM
Thinprep Pap Test - Gyn	M-F	5 Business Days	5:00 PM the following business day
Thiocyanate	M-Sun	1 Day	Continuous (24 hrs)
Thioridazine	M-Sun	1 Day	Continuous (24 hrs)
Thyroid Peroxidase Ab	M-F	1 Day	3:00 PM
Thyroid Stimulating Hormone (TSH)	M-Sat, Sun	1 Day	8:00 AM
Tissue Biopsy	M-F	2 Business Days	5:00 PM the following business day
Touch Smear	M-F	3 Business Days	5:00 PM the following business day
Toxoplasmosis IgG	T,F	2-5 Days	11:00PM
Toxoplasmosis IgM	T,F	2-5 Days	11:00PM
Transferrin	M-F	1 Day	8:00 AM
Trichomonas	M-Sun	1-5 Days	1:00 PM - 4:00 PM

Test Name	Days Performed	TAT	Release Times
Triglycerides	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Tripelenamine	M-Sun	1 Day	Continuous (24 hrs)
Troponin I	M-F	1 day	by 5:00 PM
TSH	M-Sat, Sun	1 Day	8:00:00 AM 10:00 PM
Tzanck Smear	M-F	3 Business Days	5:00 PM the following business day
Urea Breath Test UBiT	M-F	1-3 days	8:00am - 4:00pk
Ureaplasma Culture	M-Sun	6 Days	7:00 AM - 9:00 AM
Uric Acid, Fluid	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Uric Acid, Serum	M-Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Urinalysis	M-Sat	1 Day	Continuous M-Sat 8:30 AM - 5:00 PM Sun
Urine Specimen	M-F	3 Business Days	5:00 PM the following business day
Valproic Acid (Depakene)	M-Sun	1 Day	8:00 AM
Vancomycin	M-Sun	1 Day	8:00 AM
Varicella Zoster Ab	M-F	1 Day	11:00 PM
VLDL (calculation)	M-F, Sun	1 Day	Continual (24 hrs), M-F 8:30 AM 12 midnight Sat, 8:30 AM - 5:00 PM Sun
Volatiles Screen (Ethanol, Methanol, Isopropanol)	M-Sun	1 Day	Continuous (24 hrs)
Western Blot HIV	T, TH	2-5 DAYS	12:00PM
Yersinia Culture	M-Sun	2 Days	1:00 PM - 4:00 PM
CCP IgG	M-F	1-2 Days	11:00PM
SSA/SSB	M-F	1 Day	11:00PM
Sm/SMRNP	M-F	1 Day	11:00PM
ENA Screen	T	7 Days	11:00PM
SCL-70	W	7 Days	11:00PM
Jo-1	W	7 Days	11:00PM
MPO/PR3	M,W,F	2 days	3:00PM
ACL Screen	M,W,F	2 days	3:00PM
ACL G,M,A	T,Th	2-5 Days	3:00PM
tTG IgG	T,Th	2-5 Days	3:00PM
Fetal Fibronectin	M-Sun	1 Day	Continuous M-Sun
D-Dimer	M-Sun	1 Day	11:00 AM

STATE OF WEST VIRGINIA

**DEPARTMENT OF
HEALTH & HUMAN RESOURCES**

CERTIFICATE OF APPROVAL

For

HIV-RELATED LABORATORY TESTING

QUEST DIAGNOSTICS INCORPORATED

(Issued to)

875 GREENTREE ROAD, 4 PARKWAY CENTER, PITTSBURGH, PA 15220

(Location)

KATHLEEN A. ALLEN, MD

(Director)

Code No. HIV-RL-9

Valid through: 12/31/2007

Andrew M. Hahn, M.D.

Director of Laboratory Services

Issuance of this certificate is based on compliance with the AIDS-Related Medical Testing and Records Confidentiality Act:

West Virginia Code-Chapter 16, Article 3C-8.

STATE OF WEST VIRGINIA

**DEPARTMENT OF
HEALTH & HUMAN RESOURCES**

CERTIFICATE OF APPROVAL

For

HIV-RELATED LABORATORY TESTING

QUEST DIAGNOSTICS VENTURE, LLC

(issued to)

375 GREENTREE ROAD, 4 PARKWAY CENTER, PITTSBURGH, PA 15220-3610

(Location)

KATHLEEN A. ALLEN, MD

(Director)

Code No. HIV-RL-52

Valid through: 12/31/2007

Andrew McHale, M.D.

Director of Laboratory Services

Issuance of this certificate is based on compliance with the AIDS-Related Medical Testing and Records Confidentiality Act:
West Virginia Code-Chapter 16, Article 3C-8.

CLINICAL LABORATORY PERMIT

DEPARTMENT OF HEALTH

Pursuant to the act of September 26, 1951, P.L. 1539 as amended, a Permit to operate a Clinical Laboratory is hereby granted to:

Laboratory Identification Number: 025461

Name and Director of Laboratory

QUEST DIAGNOSTICS VENTURE LLC
KATHLEEN ANN ALLEN MD
875 GREENTREE ROAD
4 PARKWAY CENTER
PITTSBURGH PA 15220-3610

Owner

QUEST DIAGNOSTICS INCORPORATED

Issued this 15 day of AUGUST 2006

This permit is subject to revocation, suspension, or limitation for violation of the Act or the Regulations promulgated thereunder.

DATE EXPIRES: 15 AUGUST 2007

Michelle S. Davis
Michelle S. Davis

Deputy Secretary for Health Planning and Assessment

AUTHORIZED CATEGORIES:

CLINICAL CHEMISTRY
INCLUDING TOXICOLOGY
ALCOHOL ANALYSIS
SERUM/PLASMA
BLOOD
DRUGS BLOOD AND/OR SERUM
DRUGS BLOOD SCREENING
DRUGS SERUM SCREENING
DRUGS BLOOD CONFIRMATORY
DRUGS SERUM CONFIRMATORY
DRUGS URINE
DRUGS URINE SCREENING
DRUGS URINE CONFIRMATORY
BLOOD LEAD
ERYTHROCYTE PROTOPORPHYRIN
URINALYSIS
BACTERIOLOGY
MYCOLOGY
PARASITOLOGY
VIROLOGY

Calvin B. Johnson
Calvin B. Johnson M.D., M.P.H.
Secretary of Health

DISPLAY THIS CERTIFICATE PROMINENTLY

QUE

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

LABORATORY NAME AND ADDRESS
 QUEST DIAGNOSTICS VENTURE LLC
 875 GREENTREE ROAD 4 PARKWAY CENTER
 PITTSBURGH, PA 15220

CLIA ID NUMBER
 39D0938116

EFFECTIVE DATE
 08/08/2006

LABORATORY DIRECTOR
 KATHLEEN A ALLEN MD

EXPIRATION DATE
 08/07/2008

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

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>	<u>LAB CERTIFICATION (CODE)</u>	<u>EFFECTIVE DATE</u>
BACTERIOLOGY (110)	08/08/1998	ANTIBODY NON-TRANSFUSION (530)	08/08/1998
MYCOLOGY (120)	08/08/1998	HISTOPATHOLOGY (610)	07/15/1999
PARASITOLOGY (130)	08/08/1998	ORAL PATHOLOGY (620)	07/15/1999
VIROLOGY (140)	08/08/1998	CYTOLOGY (630)	07/15/1999
SYPHILIS SEROLOGY (210)	08/08/1998		
GENERAL IMMUNOLOGY (220)	08/08/1998		
ROUTINE CHEMISTRY (310)	08/08/1998		
URINALYSIS (320)	08/08/1998		
ENDOCRINOLOGY (330)	08/08/1998		
TOXICOLOGY (340)	08/08/1998		
HEMATOLOGY (400)	08/08/1998		
ABO & RH GROUP (510)	08/08/1998		
ANTIBODY TRANSFUSION (520)	04/05/2001		

FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.HHS.GOV/CLIA
 OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
 YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER

The College of American Pathologists

certifies that the laboratory named below

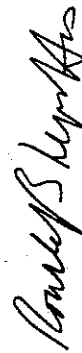
Quest Diagnostics Venture LLC Clinical Laboratories

Kathleen A. Allen, MD

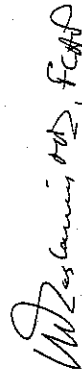
LAP Number: 1285102
AU-ID: 1178140

has met all applicable standards for accreditation and is hereby fully accredited by the College of American Pathologists' Laboratory Accreditation Program. Reinspection should occur within 30 days prior to July 6, 2005 to maintain accreditation.

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



Chair, Commission on Laboratory Accreditation



President, College of American Pathologists



Advancing Excellence

Accredited Laboratory



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2007-2008**

Registrant: QUEST DIAGNOSTICS
Attn: MINDY WEYRICK
875 GREENTREE ROAD
PITTSBURGH, PA 15220

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050407 550 003P

Issued: 5/4/2007

Expires: 6/30/2008

Record Keeping Requirements for the Registration Program

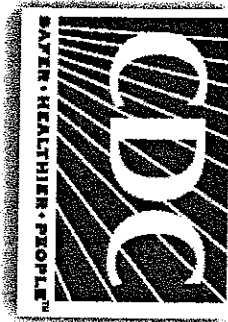
The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.


Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-60, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.



2005

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR DISEASE CONTROL AND PREVENTION

 **MPEP Participant**

in the:

MODEL PERFORMANCE EVALUATION PROGRAM

HIV-1 Antibody

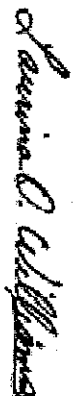
presented to:

Quest Diagnostics, Inc.



G. David Cross, M.S.
Co-manager





Laurina O. Williams, Ph.D., M.P.H.
Co-manager

LABORATORY SERVICES AGREEMENT
(Hospital)

THIS LABORATORY SERVICES AGREEMENT, effective on the 1st day of July, 2007 ("Effective Date"), is by and between **Quest Diagnostics** ("Quest Diagnostics") and **William R. Sharpe Jr. Hospital** ("Hospital"). Hospital and Quest Diagnostics agree as follows:

1. DEFINITIONS

- 1.1 "Inpatient" means a person admitted to the Hospital for bed occupancy for purposes of receiving inpatient hospital services. This includes patients admitted as inpatients with the expectation that the patients will remain at least overnight and occupy a bed, even if it later develops that the patient can be discharged or transferred to another hospital, and thus does not actually use a hospital bed overnight.
- 1.2 "Laboratory Testing Services" includes clinical diagnostic laboratory testing and anatomic and surgical pathology services, which include, but are not limited to, analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology, histology, virology and cytology, BUT EXCLUDING any chain-of-custody testing.
- 1.3 "Non-patient" means a person who is not an Inpatient and who is not an Outpatient, and therefore is not admitted to or registered with the Hospital .
- 1.4 "Outpatient" means a person that is not admitted to the Hospital as an Inpatient but is registered on the Hospital records as an outpatient and receives services by hospital employees. Such services include, without limitation, the collection of a tissue sample, blood sample, or other specimen.

2. SERVICES

- 2.1 Quest Diagnostics will provide Laboratory Testing Services for Hospital pursuant to orders by persons who are authorized under state or federal law to order laboratory tests.
- 2.2 Quest Diagnostics will provide to Hospital certain specimen collection supplies as part of its charges for its services hereunder to be used solely for the collection of specimens that are to be tested by Quest Diagnostics. Hospital shall ensure that patient specimens referred to Quest Diagnostics are obtained in an appropriate container and in adequate quantity, are properly processed, and are properly packaged for transport.
- 2.3 Quest Diagnostics will provide courier service to pick up specimens from and deliver laboratory reports via courier or electronically to Hospital.
- 2.4 Hospital assumes full professional and administrative responsibility for all services provided for the patients of the Hospital. The Hospital is also ultimately responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations.

3. COMPENSATION

- 3.1 This Agreement is an arrangement made by the hospital as such term is defined in 42 U.S.C. 1395x(w). As such, Hospital agrees that receipt of payment by the Hospital from the Medicare program discharges the liability of the patient or any other person to pay for the Laboratory Testing Services. Such payment does not discharge the liability of the Hospital under this Agreement to pay Quest Diagnostics for Laboratory Testing Services performed by Quest Diagnostics.
- 3.2 Billing for Laboratory Testing Services Related to Patients Other Than Medicaid Eligible Patients. Quest Diagnostics will bill Hospital for all Laboratory Testing Services provided to patients at the fees set forth on **Attachment 1** attached hereto, except as set forth elsewhere in this Agreement.
- 3.3 Hospital agrees to pay Quest Diagnostics within thirty (30) days of the date of each Quest Diagnostics invoice for Laboratory Testing Services, after which any undisputed unpaid invoice amounts shall be overdue. In the event that Quest Diagnostics sends the account for collection and/or initiates litigation in order to collect overdue amounts, Hospital shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorneys fees, court costs and expenses.
- 3.4 The compensation rates set forth on **Attachment 1** shall remain in effect for a period of one (1) year from the Effective Date of this Agreement. Upon written notice by Quest Diagnostics to Hospital at least thirty (30) days prior to the one (1) year expiration date, or any time after such date, Quest Diagnostics may amend or modify the compensation terms set forth in **Attachment 1**. Hospital shall have thirty (30) days from the date of any such notice to reject any such

amendments or modifications. The failure of Hospital to object during such time period shall be deemed an acceptance of the amended or modified Attachment 1.

4. RECORDS

If any services to be provided hereunder are federally funded, or otherwise subject to the requirements of the Department of Health and Human Services (HHS), until the expiration of four (4) years after the furnishing of Laboratory Services pursuant to this Agreement, Quest Diagnostics shall, upon written request, make available to the Secretary of 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 Hospital 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 Quest Diagnostics' books, documents and records will at all times be subject to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations, and other applicable laws. Quest Diagnostics' disclosure under this provision will not be construed as a waiver of any legal rights to which Quest Diagnostics or Hospital may be entitled under statute or regulation. If Quest Diagnostics performs any of its duties pursuant to this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more over a twelve (12) month period, then such subcontract shall include a provision that is substantially similar to the language set forth hereinabove.

5. TERM AND TERMINATION

The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year and thereafter continue until terminated by either party. After the expiration of the initial (1) year period, either party can terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

6. INSURANCE

Quest Diagnostics and Hospital agree to maintain general and professional liability insurance in amounts adequate to cover their respective acts and omissions. The parties agree that such coverage shall be, at a minimum, \$ 1,000,000 per claim and \$3,000,000 aggregate and that the parties shall maintain such insurance (or "tail" coverage thereon) for a period of at least four (4) years after the termination of this Agreement. Quest Diagnostics and Hospital agree to furnish each other upon request with a current and valid Certificate of Insurance, or proof of adequate self-insurance, evidencing their general liability and professional liability insurance coverage. The provisions of this section shall survive termination of this Agreement.

7. MISCELLANEOUS

7.1 It is understood that Quest Diagnostics and Hospital are independent contractors engaged in the operation of their own respective businesses.

7.2 All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or parent corporation.

7.3 This Agreement may only be modified in writing signed by both parties.

7.4 Any notice required to be given hereunder will be deemed to have been served properly, if mailed by certified or registered mail, postage prepaid (or Federal Express or equivalent courier), properly addressed and posted in a United States depository to the respective parties hereto at the following addresses:

To Quest Diagnostics: 875 Greentree Rd.
Four Parkway Center
Pittsburgh, Pa. 15220
Attn: Mark Kehoe

To Hospital: William R. Sharpe Jr. Hospital
936 Sharpe Hospital
Weston, WV. 26452
Attn:

7.5 The individuals signing this Agreement represent that they have the authority to sign this Agreement on behalf of the respective parties.

7.6 Each party represents and warrants that it has not been convicted of a crime related to healthcare or is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid).

8. EXCLUSION OF INCIDENTAL/CONSEQUENTIAL/PUNITIVE DAMAGES.

In no event shall either party or its respective officers, directors, employees, agents or affiliates be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and shall survive termination of this Agreement.

9. COMPLIANCE WITH LAW.

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act (HIPAA). This paragraph will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

QUEST DIAGNOSTICS

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT 1 - FEE SCHEDULE
LABORATORY SERVICES AGREEMENT
BETWEEN QUEST DIAGNOSTICS AND
DATED**